



**BellSouth Telecommunications, Inc.**  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

July 30, 2001

REGULATORY  
01 JUL 30 PM 2:07  
Guy M. Hicks  
General Counsel

EXECUTIVE  
615 214 6300  
Fax 615 214 7406

VIA HAND DELIVERY

David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: *BellSouth Telecommunications, Inc.'s Entry Into Long Distance  
(InterLATA) Service in Tennessee Pursuant to Section 271 of  
the Telecommunications Act of 1996*  
Docket No. 97-00309

Dear Mr. Waddell:

Enclosed are the original, four paper copies, and an electronic version of BellSouth's 271 filing.

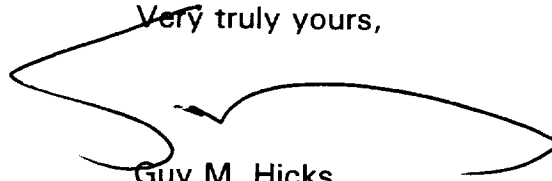
The affidavit of Mr. Douglas E. Schaller contains proprietary CLEC-specific information. This proprietary affidavit is being filed with the Authority under separate cover subject to the terms of the Protective Order entered in this proceeding. Based on BellSouth's understanding that certain CLECs object to BellSouth providing this information to other CLECs, even subject to the terms of a protective order, the proprietary version of Mr. Schaller's filing is not being provided by BellSouth to the parties of record. Copies of the redacted, non-proprietary version of Mr. Schaller's filing are enclosed. The electronic version of BellSouth's 271 filing includes the non-proprietary redacted version of Mr. Schaller's filing.

This will also confirm BellSouth's agreement to extend the TRA's 90-day review period consistent with the schedule and hearing dates proposed by BellSouth, which allow for a longer review period. An electronic copy of the

David Waddell, Executive Secretary  
July 30, 2001  
Page 2

enclosed is being provided to counsel of record. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Guy M. Hicks". The signature is stylized with a large, sweeping loop on the left side and a smaller loop on the right side.

Guy M. Hicks

GMH:ch

### CERTIFICATE OF SERVICE

I hereby certify that on July 30, 2001, a copy of the foregoing document was served on the parties of record, via hand delivery, facsimile, overnight or US Mail, addressed as follows:

☐ Hand  
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☐ Overnight

H. LaDon Baltimore, Esquire  
Farrar & Bates  
211 Seventh Ave. N, # 320  
Nashville, TN 37219-1823

☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

Charles B. Welch, Esquire  
Farris, Mathews, et al.  
205 Capitol Blvd, #303  
Nashville, TN 37219

☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

Henry Walker, Esquire  
Boult, Cummings, et al.  
P. O. Box 198062  
Nashville, TN 37219-8062

☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

Dulaney O'Roark, Esquire  
MCI WorldCom, Inc.  
Six Concourse Pkwy, #3200  
Atlanta, GA 30328

☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

James P. Lamoureux  
AT&T  
1200 Peachtree St., NE, #4068  
Atlanta, GA 30367

☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

Cynthia Kinser, Esquire  
Consumer Advocate Division  
P. O. Box 20207  
Nashville, TN 37202

☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

Donald L. Scholes  
Branstetter, Kilgore, et al.  
227 Second Ave., N.  
Nashville, TN 37219

☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

Enrico C. Soriano  
Kelley, Drye & Warren  
1200 19th St., NW, #500  
Washington, DC 20036

☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

James Wright, Esq.  
United Telephone - Southeast  
14111 Capitol Blvd.  
Wake Forest, NC 27587

☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

Guilford Thornton, Esquire  
Stokes & Bartholomew  
424 Church Street  
Nashville, TN 37219

☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

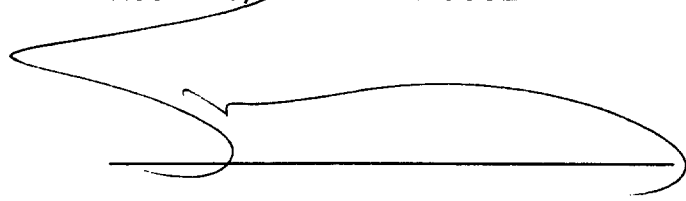
D. Billye Sanders, Esquire  
Waller, Lansden, Dortch & Davis  
511 Union St., #2100  
Nashville, TN 37219-1750

☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

Andrew O. Isar, Esquire  
ASCENT  
3220 Uddenberg Lane, NW  
Gig Harbor, WA 98335

☐ Hand  
☒ Mail  
☐ Facsimile  
☐ Overnight

Jon E. Hastings, Esquire  
Boult, Cummings, et al.  
P. O. Box 198062  
Nashville, TN 37219-8062

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BELLSOUTH TELECOMMUNICATIONS, INC.  
DIRECT TESTIMONY OF JOHN A. RUSCILLI  
BEFORE THE TENNESSEE REGULATORY AUTHORITY  
DOCKET NO. 97-00309  
July 30, 2001

**PART I: INTRODUCTION**

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH  
TELECOMMUNICATIONS, INC. (“BELLSOUTH”) AND YOUR  
BUSINESS ADDRESS.

A. My name is John A. Ruscilli. I am employed by BellSouth as Senior Director  
for State Regulatory for the nine-state BellSouth region. My business address is  
675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND  
AND EXPERIENCE.

A. I attended the University of Alabama in Birmingham where I earned a Bachelor  
of Science Degree in 1979 and a Master of Business Administration in 1982.  
After graduation I began employment with South Central Bell as an Account  
Executive in Marketing, transferring to AT&T in 1983. I joined BellSouth in  
late 1984 as an analyst in Market Research, and in late 1985 moved into the  
Pricing and Economics organization with various responsibilities for business

1 case analysis, tariffing, demand analysis and price regulation. I served as a  
2 subject matter expert on Integrated Services Digital Network (“ISDN”) tariffing  
3 in various public service commission staff meetings in Tennessee, Florida,  
4 Alabama and Georgia. I later moved into the State Regulatory and External  
5 Affairs organization with responsibility for implementing both state price  
6 regulation requirements and the provisions of the Telecommunications Act of  
7 1996 (“the Act”), through arbitration and 271 hearing support. In July 1997, I  
8 became Director of Regulatory and Legislative Affairs for BellSouth Long  
9 Distance, Inc., with responsibilities that included obtaining the necessary  
10 certificates of public convenience and necessity, testifying, Federal  
11 Communications Commission (“FCC”) and commission support, federal and  
12 state compliance reporting and tariffing for all 50 states and the FCC. I  
13 assumed my current position in July 2000.

14  
15 **PART II: EXECUTIVE SUMMARY**

16  
17 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

18  
19 A. The purpose of my testimony in this proceeding is to demonstrate to the  
20 Tennessee Regulatory Authority (hereinafter referred to as the “Authority”) that  
21 BellSouth has met the requirements of the Telecommunications Act of 1996  
22 (“Act”) for entry into the interLATA services market. Specifically, I address  
23 each of the 14-point competitive checklist items found in Section 271(c)(2)(B)  
24 of the Act, excluding third-party Operational Support System (“OSS”) testing  
25 and performance data. For each checklist item I provide:

- 1) an explanation of the checklist item;
- 2) a discussion of the FCC's findings on previous BellSouth 271 applications;
- 3) a demonstration of BellSouth's compliance with the checklist items.

Q. WHAT ARE THE REQUIREMENTS OF THE ACT IN ORDER FOR A BELL OPERATING COMPANY ("BOC") TO OBTAIN IN-REGION INTERLATA AUTHORIZATION?

A. Section 271 of the Act provides a clear path that a BOC must follow in order to obtain authorization to provide in-region interLATA authority. The BOC must demonstrate to the FCC that it has met the following:

- 1) The requirements of either Section 271(c)(1)(A) (also known as Track A) or 271(c)(1)(B) (also known as Track B);
- 2) A BOC has fully implemented the competitive checklist, or that the Statement of Generally Available Terms and Conditions ("SGAT") approved by the state in Section 252 satisfies the competitive checklist, contained in Section 271(c)(2)(B);
- 3) the requested authorization will be carried out in accordance with the Section 272 requirements; and
- 4) the requested authorization is consistent with the public interest, convenience, and necessity.

Q. WHAT ARE THE STANDARDS OF THE FCC IN ASSESSING A BOC'S COMPLIANCE WITH THE REQUIREMENTS OF SECTION 271?

1

2 A. In its Bell Atlantic New York Order<sup>1</sup>, the FCC stated that “[t]o make a *prima*  
3 *facie* case that the BOC is meeting the requirements of a particular checklist  
4 item under section 271(c)(1)(A), the BOC must demonstrate that it is providing  
5 access or interconnection pursuant to the terms of that checklist item.” (§ 52).  
6 The FCC further stated that, “a BOC must demonstrate that it has a concrete and  
7 specific legal obligation to furnish the item upon request pursuant to state-  
8 approved interconnection agreements that set forth prices and other terms and  
9 conditions for each checklist item, and that it is currently furnishing, or is ready  
10 to furnish, the checklist item in quantities that competitors may reasonably  
11 demand and at an acceptable level of quality.” (*Id.*).

12

13 Q. WHAT IS THE FCC’S POSITION RELATIVE TO A BOC’S  
14 DEMONSTRATION THAT IT SATISFIES THE REQUIREMENTS OF  
15 TRACK A?

16

17 A. In its Bell Atlantic New York Order, the FCC concluded that to qualify for  
18 Track A, “a BOC must have interconnection agreements with one or more  
19 competing providers of ‘telephone exchange service...to residential and  
20 business subscribers.’” (§ 61). The FCC went on to cite the Act, which states  
21 that, “such telephone service may be offered...either exclusively over [the  
22 competitor’s] own telephone exchange service facilities or predominantly over

23

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24 <sup>1</sup> *Application of Bell Atlantic New York for Authorization Under Section 271 of the Communications Act*  
25 *to Provide In-Region InterLATA Service in the State of New York*, CC Docket No. 99-295, Memorandum  
Opinion and Order (Released December 22, 1999) (“Bell Atlantic New York Order”).

1 [the competitor's] own telephone exchange facilities in combination with the  
2 resale of the telecommunications services of another carrier.” (*Id.*). Finally, the  
3 FCC reiterates its conclusion in the Ameritech Michigan Order<sup>2</sup> that, “when a  
4 BOC relies upon more than one competing provider to satisfy section  
5 271(c)(1)(A), each carrier need not provide service to both residential and  
6 business customers.” (*Id.*).

7  
8 Q. WHAT IS BELL SOUTH REQUESTING OF THE AUTHORITY IN THIS  
9 PROCEEDING?

10  
11 A. At the conclusion of this proceeding, BellSouth will ask the Authority to do  
12 three things:

- 13 1) rule that BellSouth has met the requirements of Track A;
- 14 2) affirm that BellSouth has met the requirements of the fourteen-point  
15 competitive checklist through agreements BellSouth has with  
16 competitive local exchange carriers (“CLECs”) operating in  
17 Tennessee; and
- 18 3) find that BellSouth’s SGAT meets the requirements of the Act.

19  
20 In this proceeding, BellSouth provides evidence that it satisfies the Track A  
21 requirements and demonstrates its compliance with the fourteen-point checklist  
22 items. The evidence demonstrating BellSouth’s compliance with all checklist  
23 items is discussed in Part IV of my testimony and in more detail throughout the

24  
25 <sup>2</sup> *Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services In Michigan*, CC Docket No. 97-137, 12 FCC Rcd at 20589, (1997) (Ameritech Michigan Order).

1 testimony of BellSouth's other witnesses.

2

3 Q. WHY SHOULD THE AUTHORITY ACT NOW?

4

5 A. As allowed for by the Act, on April 16, 2001, the FCC approved Verizon  
6 Communications' 271 application<sup>3</sup> to provide long distance service in  
7 Massachusetts. The FCC has previously approved 271 applications for New  
8 York, Texas, Kansas, and Oklahoma. It is clear by this recent Verizon  
9 Massachusetts Order that the FCC recognizes that the Bell Operating  
10 Companies ("BOCs") are demonstrating compliance with the requirements of  
11 the Act, and that in-region interLATA competition is in the public interest. In  
12 fact, in its Verizon Massachusetts Order, the FCC found that "the record  
13 confirms our view, as noted in prior section 271 orders, that BOC entry into the  
14 long distance market will benefit consumers and competition if the relevant  
15 local exchange market is open to competition consistent with the competitive  
16 checklist." (§ 234).

17

18 The time is right for the Authority to act. The proposed procedural schedule  
19 will allow all parties a meaningful opportunity to present their case. As  
20 discussed throughout my testimony, and other BellSouth witnesses' testimony,  
21 BellSouth fully demonstrates its compliance with the requirements of the Act,  
22 and demonstrates that the local market in Tennessee is fully open to

23

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24 <sup>3</sup> Memorandum Opinion and Order, *Application of Verizon New England Inc., Bell Atlantic*  
25 *Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon*  
*Enterprise Solutions) And Verizon Global Networks Inc., For Authorization to Provide In-Region,*  
*InterLATA Services in Massachusetts*, CC Docket No. 01-9, Released April 16, 2001. ("Verizon  
Massachusetts Order").

1 competition. As of May 2001, CLECs served over 11% of the total lines and  
2 approximately 32% of the business lines in BellSouth's area in Tennessee. As I  
3 demonstrate later in my testimony, and as demonstrated in Mr. Schaller's  
4 affidavit attached to my testimony, this competitive market share is comparable  
5 to the market share figures of the BOCs who have obtained long distance relief  
6 from the FCC.

7

8 The Authority has done a significant amount of work to implement the Act and  
9 to propel local competition forward; therefore, it is now time for the Authority  
10 to examine BellSouth's evidence so that 271 approval can be obtained and the  
11 consumers in Tennessee can benefit from increased interLATA competition, as  
12 well as from local competition.

13

14 Section 271 of the Act provides a clear path that a BOC must follow in order to  
15 obtain in-region interLATA authority. The BOC must demonstrate to the FCC  
16 that:

- 17 1) it has met the requirements of either Section 271(c)(1)(A) (also  
18 known as Track A) or 271(c)(1)(B) (also known as Track B);
- 19 2) it has fully implemented the competitive checklist or the SGAT  
20 approved by the state in Section 252 in order to satisfy the  
21 requirements of Section 271(c)(2)(B);
- 22 3) the requested authorization will be carried out in accordance with the  
23 requirements of Section 272; and
- 24 4) the requested authorization is consistent with the public interest.

25

1 Q. WHAT STANDARDS HAS THE FCC USED TO ASSESS A BOC's  
2 COMPLIANCE WITH THE REQUIREMENTS OF SECTION 271?

3

4 A. In its Bell Atlantic New York Order<sup>4</sup>, the FCC stated that "[t]o make a *prima*  
5 *facie* case that the BOC is meeting the requirements of a particular checklist  
6 item under section 271(c)(1)(A), the BOC must demonstrate that it is providing  
7 access or interconnection pursuant to the terms of that checklist item." (§ 52).  
8 The FCC further stated that "a BOC must demonstrate that it has a concrete and  
9 specific legal obligation to furnish the item upon request pursuant to state-  
10 approved interconnection agreements that set forth prices and other terms and  
11 conditions for each checklist item, and that it is currently furnishing, or is ready  
12 to furnish, the checklist item in quantities that competitors may reasonably  
13 demand and at an acceptable level of quality." (*Id.*).

14

15 Q. WHAT IS THE FCC's POSITION RELATIVE TO A BOC's  
16 DEMONSTRATION THAT IT SATISFIES THE REQUIREMENTS OF  
17 TRACK A?

18

19 A. In its Bell Atlantic New York Order, the FCC concluded that to qualify for  
20 Track A "a BOC must have interconnection agreements with one or more  
21 competing providers of 'telephone exchange service...to residential and  
22 business subscribers.'" (§ 61). The FCC went on to cite the Act, which states

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24 <sup>4</sup> *Application of Bell Atlantic New York for Authorization Under Section 271 of the Communications Act*  
25 *to Provide In-Region InterLATA Service in the State of New York*, CC Docket No. 99-295, *Memorandum*  
*Opinion and Order* (Released December 22, 1999) ("Bell Atlantic New York Order").



1 that “such telephone service may be offered...either exclusively over [the  
2 competitor’s] own telephone exchange service facilities or predominantly over  
3 [the competitor’s] own telephone exchange facilities in combination with the  
4 resale of the telecommunications services of another carrier.” (*Id.*). Finally, the  
5 FCC reiterated that “when a BOC relies upon more than one competing  
6 provider to satisfy section 271(c)(1)(A), each carrier need not provide service to  
7 both residential and business customers.” (*Id.*).  
8

9 Q. HOW DOES BELLSOUTH MEET ITS LEGAL OBLIGATION FOR  
10 COMPLIANCE WITH THE FOURTEEN-POINT CHECKLIST ITEMS?  
11

12 A. According to Section 271(c)(1)(A) of the Act, “[a] Bell operating company  
13 meets the requirements of this subparagraph if it has entered into one or more  
14 binding agreements that have been approved under Section 252 specifying the  
15 terms and conditions under which the Bell operating company is providing  
16 access and interconnection to its network facilities for the network facilities of  
17 one or more unaffiliated competing providers of telephone exchange service (as  
18 defined in Section 3(47)(A), but excluding exchange access) to residential and  
19 business subscribers.”  
20

21 BellSouth has successfully negotiated or has arbitrated, and the Authority has  
22 approved, approximately 344 interconnection, collocation and/or resale agreements  
23 with CLECs in Tennessee. Additionally, BellSouth has developed a legally  
24 binding SGAT, included in this filing, for the Authority’s approval.  
25

1 As discussed in Mr. Dave Coon's testimony, BellSouth will provide the  
2 Authority with performance data in this proceeding that will enable the  
3 Authority to conclude that BellSouth's performance complies with the  
4 requirements of the Act, as well as with the FCC's and the Authority's rules and  
5 requirements.

6

7 Q. HOW WILL BELLSOUTH DEMONSTRATE ITS COMPLIANCE WITH  
8 THE REQUIREMENTS OF THE ACT AND THE FCC'S RULES?

9

10 A. As I stated previously, my testimony, as well as the affidavit of Mr. Schaller,  
11 demonstrates BellSouth's compliance with the requirements of Track A.  
12 Additionally, my testimony, and the testimony of various other BellSouth  
13 witnesses, and various affidavits attached to their testimony, provides the  
14 Authority with evidence of BellSouth's demonstrated compliance with each of  
15 the fourteen-point competitive checklist items. Below is a summary of  
16 BellSouth's compliance with each checklist item and the BellSouth witnesses  
17 that provide more details of BellSouth's compliance.

18

19 For checklist item 1, BellSouth witness Mr. Keith Milner, and the affidavit of  
20 Mr. Wayne Gray attached to Mr. Milner's testimony, demonstrate that  
21 BellSouth provides CLECs with access or interconnection at all technically  
22 feasible points in BellSouth's network.

23

24 For checklist item 2, BellSouth witness Mr. Milner discusses BellSouth's  
25 compliance with the FCC's and the Authority's orders to provide unbundled

1 network elements (“UNEs”) and UNE combinations. In addition, Mr. Ron Pate  
2 and Mr. Ken Ainsworth discuss in their testimony filed in Docket No. 01-  
3 00362, BellSouth’s compliance in providing nondiscriminatory access to its  
4 Operations Support Systems (“OSS”).

5  
6 For checklist item 3, Mr. Milner’s testimony, and the affidavit of Ms. Linda  
7 Kinsey attached to Mr. Milner’s testimony, describe BellSouth’s compliance  
8 with the requirement to provide nondiscriminatory access to poles, ducts, and  
9 conduits, and rights-of-way offerings.

10  
11 In addition to Mr. Milner’s testimony concerning unbundled loops, Mr. Jerry  
12 Latham and Mr. Thomas Williams provide evidence in their testimony that  
13 BellSouth demonstrates compliance with checklist item 4. Mr. Milner  
14 demonstrates that BellSouth makes loop transmission available on an unbundled  
15 basis in compliance with the FCC’s rules, and that BellSouth provides access to  
16 loops at any technically feasible point with access to all features, functions, and  
17 capabilities unbundled from other UNEs, without any restrictions that would  
18 impair use by the CLECs. Mr. Latham demonstrates BellSouth’s  
19 nondiscriminatory processes and procedures through which CLECs pre-order  
20 and order BellSouth’s xDSL-capable (Digital Subscriber Line) loops. Finally,  
21 Mr. Williams provides evidence that BellSouth is in compliance with the FCC’s  
22 line-sharing and line splitting requirements.

23  
24 For checklist item 5, Mr. Milner demonstrates that BellSouth offers unbundled  
25 local transport on the trunk side of a wireline local exchange carrier switch

1 unbundled from switching or other services. Mr. Milner also demonstrates that  
2 BellSouth offers both dedicated and shared transport.

3

4 Mr. Milner demonstrates that BellSouth provides CLECs with local circuit  
5 switching on a UNE basis in compliance with checklist item 6. Mr. David  
6 Scollard and Mr. Milner further demonstrate that BellSouth is providing the  
7 required billing information and the proper provisioning of line-side and trunk-  
8 side facilities; basic switching functions; vertical features; customized routing;  
9 shared trunk ports; unbundled tandem switching; usage information for billing  
10 exchange access; and usage information for billing reciprocal compensation and  
11 local usage.

12

13 For checklist item 7, Mr. Milner's testimony, and the affidavits of Ms. Valerie  
14 Sapp and Mr. Douglas Coutee attached to Mr. Milner's testimony, demonstrate  
15 that BellSouth provides CLECs with nondiscriminatory access to 911/E911  
16 services, operator call completion services, and directory assistance services as  
17 required in the FCC's Rules and the Act.

18

19 Mr. Milner's testimony, and the affidavit of Ms. Terri Hudson attached to Mr.  
20 Milner's testimony, demonstrate that BellSouth's terms and conditions,  
21 procedures and processes for providing white pages listings are in compliance  
22 with checklist item 8.

23

24 For checklist item 9, Mr. Milner provides evidence that BellSouth offers  
25 nondiscriminatory access to telephone numbers to CLECs on terms and

1 conditions that are compliant with the requirements of the Act and the FCC's  
2 Rules.

3

4 Mr. Milner's testimony demonstrates that BellSouth provides nondiscriminatory  
5 access to BellSouth's signaling networks and call-related databases used for call  
6 routing and completion, and is therefore in compliance with checklist item 10.

7

8 Mr. Milner's testimony, and the affidavit of Mr. Dennis Davis attached to Mr.  
9 Milner's testimony, demonstrate that BellSouth is compliant with checklist item  
10 11 by providing interim local number portability ("INP") and permanent Local  
11 Number Portability ("LNP") consistent with the Act and the FCC's regulations.

12

13 My testimony provides evidence to demonstrate that BellSouth provides local  
14 dialing parity to competing providers as required by the Act, and is therefore in  
15 compliance with checklist item 12.

16

17 Additionally, my testimony demonstrates that BellSouth complies with checklist  
18 item 13 by providing for reciprocal compensation arrangements and making all  
19 required payments. Mr. Scollard's testimony provides evidence of BellSouth's  
20 compliance with billing requirements.

21

22 For checklist item 14, my testimony will demonstrate that BellSouth offers  
23 CLECs services for resale that are identical to the services that BellSouth  
24 provides to its own retail customers.

25

1 In addition, through Mr. Coon's testimony, BellSouth provides the Authority  
2 with a description of the set of performance measures adopted by the Georgia  
3 Public Service Commission. Until such time as the Authority establishes  
4 permanent performance measurements for BellSouth in Tennessee, BellSouth  
5 encourages the Authority to rely upon the Georgia set of performance  
6 measurements to assess BellSouth's performance which to further demonstrates  
7 BellSouth's compliance with providing CLECs nondiscriminatory access to  
8 BellSouth's OSS, as well as nondiscriminatory access to interconnection, UNEs  
9 and resale. The Authority will then have at its disposal all of the evidence  
10 necessary to render a thorough and reasoned recommendation on BellSouth's  
11 271 application.

12

13 Q. HOW IS THE REMAINDER OF YOUR TESTIMONY ORGANIZED?

14

15 A. The remainder of my testimony is arranged into the following sections: Part III  
16 demonstrates BellSouth's compliance with the Track A requirements of the Act;  
17 Part IV demonstrates BellSouth's compliance with each of the fourteen-point  
18 competitive checklist items; and Part V summarizes and concludes my  
19 testimony. In addition, there are five exhibits attached to my testimony.

20

21 Q. PLEASE DESCRIBE THE EXHIBITS ATTACHED TO YOUR  
22 TESTIMONY.

23

24 A. Attached to my testimony is a series of exhibits that are referenced at various  
25 points within my testimony. These exhibits are as follows:

1

2 JAR-1 Glossary of Terms – A list of the acronyms, and their definitions,

3 that are contained within my testimony.

4 JAR-2 Authority Proceedings – Description of the key proceedings

5 undertaken by the Authority on resale and unbundling, interLATA

6 relief, UNE cost (including geographic deaveraging), and various

7 interconnection and resale agreement arbitration proceedings.

8 JAR-3 Checklist Compliance Matrix – This chart provides a representative

9 sample of agreements that BellSouth has entered into with CLECs

10 and identifies where the agreement evidences BellSouth’s obligation

11 to provide each of the fourteen-point competitive checklist items.

12 For each checklist item, this matrix includes citations to BellSouth’s

13 SGAT, attached as Exhibit JAR-5.

14 JAR-4 Competition Affidavit – The affidavit of Mr. Doug Schaller

15 describes the current status of local exchange service competition

16 within BellSouth’s wireline local service area in Tennessee, with

17 particular emphasis on facilities-based providers.

18 JAR-5 BellSouth’s SGAT - The SGAT enables CLECs to interconnect with

19 BellSouth, purchase UNEs, and/or resell BellSouth services without

20 negotiating an individual agreement with BellSouth.

21

22 Q. WHAT CURRENT TENNESSEE PROCEEDINGS WILL IMPACT THE

23 FCC’s APPPROVAL OF BELL SOUTH’S 271 PETITION?

24

25 A. The following open proceedings in Tennessee have relevance to BellSouth’s

1 271 application. A brief explanation of each of these proceedings is also  
2 provided:

3

4 **Docket No. 97-01262** (*Petition to Convene a Contested Case Proceeding to*  
5 *Establish “Permanent Prices” for Interconnection and Unbundled Network*  
6 *Elements*) – The TRA has established permanent cost-based prices for  
7 unbundled network elements in this docket. These approved prices are reflected  
8 in BellSouth’s Attachment A to the SGAT, filed as Exhibit JAR-5 to my  
9 testimony.

10

11 **Docket No. 00-00544** (*Establishment UNE Prices for Line Sharing Per FCC*  
12 *99-355, and Riser Cable and Terminating Wire as Ordered in TRA Docket 98-*  
13 *00123*) – Although the Authority established many permanent UNE rates in  
14 Docket No. 97-01262, rates for various UNEs required by the FCC’s UNE  
15 Remand Order and Line Sharing Order<sup>5</sup> are currently pending before the  
16 Authority in this docket. Hearings have been completed and the parties are  
17 awaiting a decision by the TRA, although the Authority has approved interim  
18 rates for several elements still under consideration in this docket. The rates  
19 established in Docket No. 00-00544 will be incorporated into the SGAT price  
20 list (see Exhibit JAR-5, Attachment A), immediately following the issuance of  
21 the TRA’s written order. Upon request, BellSouth will negotiate amendments  
22 to incorporate these rates into existing agreements.

23

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25 <sup>5</sup> *Third Report and Order CC Docket No. 98-147 and Fourth Report and Order CC Docket No. 96-98*  
(Released December 12, 1999) (“Line-Sharing Order”).



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**Docket No. 01-00362 (*Compliance of BellSouth’s OSS with State and Federal Regulations*)** – This docket was established by the TRA to determine the areas of OSS testing in which reliance on existing data or the test results from other states is not possible and to conduct any required testing. The Authority shall retain an independent third party to analyze the existing data and test results from other states and to determine whether the data demonstrates compliance with the standard performance measurements and whether the test results are applicable to Tennessee.

**PART III: COMPLIANCE WITH TRACK A**

Q. WHAT IS YOUR UNDERSTANDING OF THE GOAL OF THE ACT AND OF SECTION 271 IN PARTICULAR?

A. The goal of the Act with respect to telecommunications is to promote the development of competition across all telecommunications markets. Pursuant to Sections 251 and 252 of the Act, BellSouth has opened the local exchange market to competition on both a facilities and resale basis through interconnection agreements with competitors. Section 271 of the Act establishes the criteria that the BOCs must meet in order to enter the in-region interLATA services market as defined in the Act. Section 271 also outlines the roles that the FCC, the State commissions and the Department of Justice (“DOJ”) play in the process.

1 Q. WHAT IS YOUR UNDERSTANDING OF THE REQUIREMENTS OF  
2 TRACK A?

3

4 A. The following excerpt from Section 271(c)(1)(A) of the Act states the Track A  
5 requirements:

6

7 A Bell operating company meets the requirements of  
8 this subparagraph if it has entered into one or more  
9 binding agreements that have been approved under  
10 Section 252 specifying the terms and conditions  
11 under which the Bell operating company is providing  
12 access and interconnection to its network facilities  
13 for the network facilities of one or more unaffiliated  
14 competing providers of telephone exchange service  
15 (as defined in Section 3(47)(A), but excluding  
16 exchange access) to residential and business  
17 subscribers. For the purpose of this subparagraph,  
18 such telephone exchange service may be offered by  
19 such competing providers either exclusively over  
20 their own telephone exchange service facilities or  
21 predominately over their own telephone exchange  
22 service facilities in combination with the resale of  
23 the telecommunications services of another carrier.  
24 For the purpose of this subparagraph, services  
25 provided pursuant to Subpart K of Part 22 of the  
Commission's regulations (47 CFR §22.901 et seq.)  
shall not be considered to be telephone exchange  
services.

19

20 Q. DOES BELL SOUTH PLAN TO FILE ITS TENNESSEE APPLICATION FOR  
21 IN-REGION INTERLATA RELIEF WITH THE FCC UNDER TRACK A  
22 (BASED ON THE PRESENCE OF A QUALIFYING CARRIER)?

23

24 A. Yes. BellSouth will file its Tennessee 271 application with the FCC under the  
25 Track A provisions of the Act. BellSouth has successfully negotiated or has

1 arbitrated, and the Authority has approved, over 344 agreements with CLECs in  
2 Tennessee.

3  
4 Attached to my testimony, as Exhibit JAR-3, is a matrix showing a  
5 representative sample of agreements that BellSouth has entered into with  
6 CLECs operating in Tennessee. This matrix provides the CLEC name and the  
7 location within the agreement where BellSouth demonstrates its legal obligation  
8 to provide access and interconnection that meets the requirements of the  
9 competitive checklist.

10

11 Q. WHAT IS THE STATUS OF LOCAL COMPETITION IN TENNESSEE?

12

13 A. The evidence is clear that BellSouth has opened the Tennessee local exchange  
14 market to competition. As of May 2001, a total of 83 CLECs are providing  
15 local service to approximately 343,500 local lines in Tennessee. In  
16 Tennessee, BellSouth is experiencing facilities-based competition levels  
17 comparable to the levels reported by other BOCs that have obtained Section 271  
18 approval. The range of estimated CLEC lines for Tennessee, 10.4% to 11.7%,  
19 exceeds the range for Oklahoma of 5.5% to 6.3% using the two most  
20 comparable estimation methods. The table below provides a comparison of the  
21 competitive market in Tennessee to the markets in Kansas, Oklahoma, and  
22 Texas.<sup>6</sup> The competitive data for Kansas, Oklahoma, and Texas were filed as a  
23 part of the joint affidavit of Gary J. Smith and Mark Johnson (now public

24

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25 <sup>6</sup> The range of percentages in the table is the result of several different methodologies used by the BOCs to calculate market share.

1 record) in SBC's joint Kansas/Oklahoma 271 application.

2

3

4

5

6

COMPETITIVE CLEC LINE SHARE			
Kansas (Aug 2000)	Oklahoma (Aug 2000)	Texas (Jan 2000)	Tennessee ( May 2001)
9.0% - 9.5%	5.5% - 6.3%	8.1% - 8.4%	10.4 – 11.7%

7 Further evidence of local competition in Tennessee is provided in the affidavit  
8 of Mr. Schaller in Exhibit JAR-4, attached to my testimony.

9

10 Q. WHAT HAPPENED TO LOCAL COMPETITION WHEN VERIZON AND  
11 SBC ENTERED THE INTERLATA MARKETS IN NEW YORK AND  
12 TEXAS, RESPECTIVELY?

13

14 A. The entry of Verizon into the New York long distance market and SBC into the  
15 Texas long distance market prompted AT&T, WorldCom and Sprint to offer  
16 new local exchange service plans in an attempt to win customers from those  
17 BOCs. The FCC's Local Competition Report<sup>7</sup> supports the fact that states with  
18 long distance approval show the greatest competitive activity.

19

20 Published reports, including statistics from the FCC's Local Competition  
21 Report, reflect that Verizon lost 2.8 million lines in New York, compared to 1.2  
22 million lines the prior year, an increase of over 130%, from the time the FCC  
23 granted Verizon's long distance application in New York.

24

25 <sup>7</sup> Federal Communications Commission Local Telephone Competition: Status as of December 31, 2000,  
Released May 21, 2001 ("FCC's Local Competition Report").

1

2 According to the FCC's Local Competition Report, CLECs in Texas greatly  
3 increased their presence in the local marketplace by capturing 12% of the  
4 market, gaining over a half million (644,980) end-user lines. This represents an  
5 increase of over 60% in customer lines since June 2000, when the FCC  
6 authorized SBC's Texas long distance application.

7

8 Also according to the FCC's Local Competition Report, CLEC market share in  
9 New York and Texas (the two states that had 271 approval during the reporting  
10 period ending in December 2000) are over 135% and 45% higher than the  
11 national average, respectively.

12

13 Further, the FCC's report stated that CLECs provided about 35% of their end-  
14 user lines over their own local loop facilities. Incumbent Local Exchange  
15 Companies ("ILECs") provide about 6.8 million resale lines as of the end of the  
16 year 2000, compared to about 5.7 million lines six months earlier, and they  
17 provided about 5.3 million UNE loops as of the end of the year 2000, an  
18 increase of 62% during the six months. At least one CLEC was serving  
19 customers in 56% of the nation's zip codes at the end of the year 2000.

20

21 Q. WHAT RELEVANCE DOES INCREASED LOCAL COMPETITION HAVE  
22 IN THIS PROCEEDING, OR ANY 271 PROCEEDING, FOR THAT  
23 MATTER?

24

25 A. The goal of the Act was to increase competitive options to customers in all

1 segments of the telecommunications market. Immediately following the  
2 enactment of the Act, only BOCs were unable to offer a full complement of  
3 telecommunications services. Congress developed the requirements that a BOC  
4 must meet before being allowed to offer in-region, interLATA service. These  
5 requirements were determined as necessary to allow companies to compete in  
6 the local service market.

7  
8 As discussed above, the significant increase in the level of local competition  
9 after Verizon and SBC were allowed entry in the interLATA market provides  
10 clear evidence that approval of a BOC's 271 application fosters competition in  
11 the relevant telecommunications markets and, therefore, benefits the consumers,  
12 the providers and the overall economy.

13

#### 14 **PART IV: COMPLIANCE WITH THE COMPETITIVE CHECKLIST**

15

16 Q. SECTION 271(c)(2)(B) OF THE ACT REFERS TO A "COMPETITIVE  
17 CHECKLIST." WHAT IS THE COMPETITIVE CHECKLIST?

18

19 A. The competitive checklist is a list of fourteen requirements (often called  
20 "points") related to "access or interconnection provided or generally offered" to  
21 other telecommunications carriers with which a BOC must comply in order to  
22 meet the requirements of Section 271(c)(2)(B). The checklist identifies the  
23 necessary functions of interconnection, access to UNEs and resale of  
24 telecommunications services that Congress determined should be made  
25 available to fully open the local exchange market to competition. The fourteen

1           (14) requirements address the following:

2                   (1) Interconnection;

3                   (2) Nondiscriminatory Access to Network Elements;

4                   (3) Nondiscriminatory Access to Poles, Ducts, Conduits and Rights-of-

5                   way;

6                   (4) Unbundled Local Loops;

7                   (5) Unbundled Local Transport;

8                   (6) Unbundled Local Switching;

9                   (7) Nondiscriminatory Access to:

10                   I.    E911/911 services

11                   II.   Directory Assistance

12                   III.   Operator Call Completion Services;

13                   (8) White Pages Directory Listings;

14                   (9) Nondiscriminatory Access to Telephone Numbers;

15                   (10) Nondiscriminatory Access to Databases and Signaling;

16                   (11) Number Portability;

17                   (12) Local Dialing Parity;

18                   (13) Reciprocal Compensation Arrangements; and

19                   (14) Resale.

20

21   Q.    WHAT HAS BELLSOUTH LEARNED AS A RESULT OF ITS MOST

22           RECENT 271 FILING WITH THE FCC ?

23

24   A.    On October 13, 1998, the FCC released its Memorandum Opinion and Order in

25           CC Docket 98-121 denying BellSouth's application to provide interLATA

1 services originating in Louisiana.<sup>8</sup> In its Louisiana II Order (at ¶ 8), the FCC  
2 found that BellSouth satisfied the following checklist items:

- 3 (3) Nondiscriminatory Access to Poles, Ducts, Conduits and Rights-of-  
4 way;  
5 (7) (I) E911/911 Services;  
6 (8) White Pages Directory Listings;  
7 (9) Nondiscriminatory Access to Telephone Numbers;  
8 (10) Nondiscriminatory Access to Databases and Signaling;  
9 (12) Local Dialing Parity; and  
10 (13) Reciprocal Compensation Arrangements.

11

12 In those areas where the FCC determined that BellSouth's application failed to  
13 demonstrate compliance (checklist items 1, 2, 4, 5, 6, 7 (II) and (III), 11 and  
14 14), the FCC provided guidance as to what BellSouth must do to comply with  
15 the statute. In addition, the FCC concluded, "the next time BellSouth files for  
16 section 271 approval in Louisiana, BellSouth may incorporate by reference its  
17 prior showing for these checklist items. BellSouth must, however, certify in the  
18 application that its actions and performance at the time are consistent with the  
19 showing upon which we base our determination that the statutory requirements  
20 for these checklist items have been met." (Louisiana II Order, at ¶ 8). The FCC  
21 further ruled that, in future proceedings, any arguments from commenters that  
22 BellSouth fails to satisfy a checklist item must relate to new information.

23

24

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25 <sup>8</sup> *Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, Inter-LATA Services in Louisiana*, CC Docket No. 98-121 Memorandum Opinion and Order (Released October 13, 1998) ("Louisiana II Order").



1 Q. WHAT ARE BELL SOUTH'S GENERAL PRICING POLICIES FOR  
2 CHECKLIST ITEMS CONCERNING INTERCONNECTION, UNEs,  
3 TRANSPORT AND TERMINATION?  
4

5 A. It is BellSouth's policy to adhere to the pricing requirements set forth in the Act  
6 and in the FCC's pricing rules. Section 252(d)(1) of the Act states that  
7 interconnection and network element charges must be just and reasonable. Such  
8 just and reasonable charges shall be based on the cost (determined without  
9 reference to a rate of return or other rate-based proceeding) of providing the  
10 interconnection or network element (whichever is applicable). The prices must  
11 be nondiscriminatory, and may include a reasonable profit. Section  
12 252(d)(2)(A) of the Act requires that charges for transport and termination of  
13 traffic shall be mutual and reciprocal and be based on a reasonable  
14 approximation of the additional costs of terminating such calls. For all checklist  
15 items to which Section 252(d) is applicable, BellSouth provides prices that meet  
16 the criteria of Section 252(d) of the Act.  
17

18 Q. WHAT PRICES WILL BELL SOUTH CHARGE FOR INTERCONNECTION,  
19 UNEs AND RESALE?  
20

21 A. The prices that CLECs will be charged for interconnection and UNEs are  
22 contained in Attachment A to BellSouth's SGAT. (*See* Exhibit JAR-5). The  
23 prices for interconnection and UNEs are based on total element long run  
24 incremental cost ("TELRIC") methodology, consistent with the requirements of  
25 Section 252(d) of the Act and the FCC's pricing rules. The prices contained in

1 Attachment A of the SGAT are the same as those approved by the Authority in  
2 Docket No. 97-01262 and the rates established in the Authority's First and  
3 Second Interim Orders in Docket No. 00-00544. Attachment A of the SGAT  
4 also includes BellSouth's proposed rates that are currently being considered by  
5 the Authority in Docket No. 00-00544.

6  
7 For rates for those elements not considered in Docket Nos. 97-01262 or 00-  
8 00544, specifically Adjacent Collocation and Space Availability Report,  
9 BellSouth has included in the SGAT the prices supported by the cost studies  
10 that will be submitted to the Authority for consideration. Cost studies will also  
11 be filed to establish permanent rates for the Unbundled Copper Loop – Non-  
12 Design ("UCL-ND"). However, the rates for UCL-NC contained in the SGAT  
13 are consistent with the Authority's ruling in its Second Interim Order in Docket  
14 No. 00-00544 whereby the Authority ruled that all xDSL capable loops are to be  
15 priced at the SL1 loop rates, subject to true-up, until permanent rates are  
16 established. The prices included in Attachment A of BellSouth's SGAT will be  
17 modified to conform to the final prices that will be established by the Authority.  
18 (See Exhibit JAR-2).

19  
20 Regarding resale, in its Final Order dated January 17, 1997 in Docket No. 96-  
21 01331 the Authority established a residential and business discount of 16% that  
22 applies to resold services. In those situations where the CLEC provides its own  
23 operator services functionality, and does not utilize BellSouth's operator  
24 services, the Authority established that a wholesale discount of 21.56% would  
25 apply instead of the 16% discount. Resale discounts are contained in

1 Attachment 1 to BellSouth's resale and interconnection agreements (*See* Exhibit  
2 JAR-3) and in Attachment H of BellSouth's SGAT (*See* Exhibit JAR-5).

3

4 Q. WILL BELL SOUTH PROVIDE THE AUTHORITY WITH PERFORMANCE  
5 DATA THAT WILL DEMONSTRATE THAT IT IS PROVIDING CLECs  
6 ACCESS TO UNEs AND INTERCONNECTION ON A  
7 NONDISCRIMINATORY BASIS?

8

9 A. Yes. In the testimony of Mr. Coon, BellSouth provides Tennessee performance  
10 data based on an interim set of service quality measurements that were adopted  
11 by the Georgia Public Service Commission.

12

13 Q. DOES THE ACT ALLOW BELL SOUTH TO DEMONSTRATE  
14 COMPLIANCE WITH THE FOURTEEN-POINT COMPETITIVE  
15 CHECKLIST THROUGH ITS AGREEMENTS AND/OR ITS SGAT?

16

17 A. Yes. BellSouth may demonstrate compliance with the checklist through  
18 agreements approved by the Authority or through an SGAT approved by the  
19 Authority.

20

21 BellSouth can show checklist compliance through a single interconnection  
22 agreement with a new entrant that offers facilities-based local exchange service  
23 to both residential and business customers. BellSouth also can combine  
24 multiple agreements, which collectively cover the fourteen-point checklist. In  
25 addition, the FCC's interpretation of Section 271(d)(3) provides that a

1 combination of agreements in conjunction with the SGAT can be used to meet  
2 the checklist requirements.

3

4 Q. HOW IS THE REMAINDER OF THIS PART OF YOUR TESTIMONY  
5 ORGANIZED?

6

7 This part of my testimony discusses and demonstrates the requirements for each  
8 checklist item, how BellSouth has met the requirements of each of the  
9 individual fourteen-point checklist items, and how BellSouth has addressed the  
10 issues identified by the FCC in its Louisiana II Order. Additional demonstration  
11 of compliance and analysis regarding the ordering, provisioning, and billing of  
12 checklist items are included in the testimony of other BellSouth witnesses.

13

14 **CHECKLIST ITEM NO. 1: INTERCONNECTION**

15

16 Q. PLEASE DESCRIBE INTERCONNECTION AS COVERED BY THIS  
17 CHECKLIST ITEM.

18

19 A. In accordance with Sections 251(c)(2) and 252(d)(1) of the Act, interconnection  
20 allows for the exchange of local traffic between BellSouth and a CLEC over  
21 trunks terminated at specified interconnection points.

22

23 Q. WHAT ARE THE REQUIREMENTS OF SECTIONS 251(c)(2) AND  
24 252(d)(1) OF THE ACT REGARDING INTERCONNECTION?

25

1 A. Section 251(c)(2) of the Act outlines the obligations of ILECs regarding  
2 interconnection. Specifically, an ILEC such as BellSouth has the duty to  
3 provide interconnection of requesting telecommunications carriers' facilities  
4 and equipment with BellSouth's network for the purposes of transmission and  
5 routing of telephone exchange service and exchange access. This  
6 interconnection must be provided at any technically feasible point and must be  
7 at least equal in quality to that provided by the ILEC to itself or any other party  
8 to which the ILEC provides interconnection. Section 252(d)(1) of the Act  
9 specifies the pricing standards for such interconnection.

10

11 Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING  
12 INTERCONNECTION?

13

14 A. FCC Rule 51.305 requires that an ILEC must provide, for the facilities and  
15 equipment of any requesting telecommunications carrier, interconnection with  
16 the ILEC's network. This interconnection is for the transmission and routing of  
17 telephone exchange service and exchange access service at any technically  
18 feasible point within the ILEC's network. The points of interconnection within  
19 the ILEC's network will include, at a minimum, the line-side of a local switch,  
20 the trunk-side of a local switch, the trunk interconnection points for a tandem  
21 switch, central office cross-connect points, out-of-band signaling transfer points  
22 and access to call-related databases, and the points of access to UNEs. The  
23 FCC's Bell Atlantic New York Order confirmed that technically feasible  
24 methods of interconnection include ILEC provision of interconnection trunking,  
25 physical and virtual collocation and meet point arrangements. (§ 66).

1  
2 In its SWBT Order-TX<sup>9</sup> the FCC stated that,

3 [s]ection 251 contains three requirements for the  
4 provision of interconnection. First, an incumbent  
5 LEC must provide interconnection at any technically  
6 feasible point within the carrier's network. Second,  
7 an incumbent LEC must provide interconnection that  
8 is at least equal in quality to that provided by the  
9 local exchange carrier to itself. Finally, the  
10 incumbent LEC must provide interconnection on  
11 rates, terms, and conditions that are just, reasonable  
12 and nondiscriminatory, in accordance with the terms  
13 of the agreement and the requirements of [section  
14 251] and section 252. (¶ 61).

15 Further, the FCC restated that "[t]o implement the equal-in-quality requirement  
16 in section 251, the Commission's rules require an incumbent LEC to design and  
17 operate its interconnection facilities to meet the same technical criteria and  
18 service standards that are used for the interoffice trunks within the incumbent  
19 LEC's network." (*Id.* at ¶ 62). The FCC also concluded that "the requirement to  
20 provide interconnection on terms and conditions that are 'just, reasonable, and  
21 nondiscriminatory' means that an incumbent LEC must provide interconnection  
22 to a competitor in a manner no less efficient than the way in which the  
23 incumbent LEC provides the comparable function to its own retail operations."  
(*Id.* at ¶ 63). In the SWBT Order-KS/OK, the FCC concluded that "SWBT  
provides interconnection at all technically feasible points, including a single  
point of interconnection, and therefore demonstrates compliance with the

---

24 <sup>9</sup> *Application by SBC Communications, Inc., Southwestern Bell Telephone Company, and Southwestern*  
25 *Bell Communication Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the*  
*Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas*, CC Docket No. 00-  
65, Memorandum Opinion and Order, Released June 30, 2000) ("SWBT Order-TX").

1 checklist item.” (¶ 232).

2

3 Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING  
4 BELLSOUTH’S COMPLIANCE WITH THIS CHECKLIST ITEM?

5

6 A. In its Louisiana II Order, the FCC found that BellSouth failed to make an  
7 adequate showing that its collocation offering satisfies the requirements of  
8 sections 271 and 251 of the Act stating, “[s]pecifically, we find that BellSouth’s  
9 SGAT fails to provide new entrants with sufficiently definite terms and  
10 conditions for collocation.” (¶ 66). Further, the FCC concluded that because  
11 BellSouth failed to include specific provisions regarding the terms and  
12 conditions for certain aspects of collocation in a legally binding document,  
13 BellSouth did not demonstrate that it provides interconnection on rates, terms,  
14 and conditions that are just, reasonable, and nondiscriminatory. (*Id.*).

15

16 Q. HAS BELLSOUTH ADDRESSED THE FCC’S CONCERNS?

17

18 A. Yes. The terms and conditions for BellSouth’s collocation offering, including  
19 installation intervals, are defined clearly and are in conformance with the  
20 decisions of the FCC. Through BellSouth’s interconnection agreements, as well  
21 as through its SGAT and FCC tariff, CLECs can obtain access to BellSouth’s  
22 physical and/or virtual collocation offerings at legally binding terms and  
23 conditions that are just, reasonable and nondiscriminatory. The testimony of  
24 BellSouth witness Mr. Milner, along with the affidavit of Mr. Gray attached to  
25 Mr. Milner’s testimony, describe BellSouth’s collocation offering in detail.

1 BellSouth's performance data, included in this filing, shows that BellSouth  
2 provides CLECs with nondiscriminatory performance.

3

4 Q. WHERE DOES BELL SOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
5 TO PROVIDE THIS CHECKLIST ITEM?

6

7 A. BellSouth's interconnection agreements, as well as its SGAT, provide for  
8 interconnection in compliance with the requirements set forth by the FCC.  
9 Exhibit JAR-3, attached to my testimony, provides the Authority with a  
10 reference tool to review selected agreements that demonstrate BellSouth's  
11 compliance with this checklist item.

12

13 Q. WHAT DOES BELL SOUTH REQUEST OF THE AUTHORITY IN REGARD  
14 TO CHECKLIST ITEM NO. 1?

15

16 A. BellSouth requests that the Authority find that BellSouth, as demonstrated by  
17 BellSouth's filings in this proceeding, is in compliance with checklist item 1.  
18 The access BellSouth provides CLECs to points of interconnection is equal in  
19 quality to what BellSouth provides to itself, and it meets the same technical  
20 criteria and standards used in BellSouth's network for a comparable  
21 arrangement, except where a CLEC requests otherwise. Therefore, the  
22 Authority should find BellSouth in compliance with checklist item 1.

23

24 **CHECKLIST ITEM NO. 2: ACCESS TO NETWORK ELEMENTS**

25



1 Q. WHAT NETWORK ELEMENTS IS BELL SOUTH ADDRESSING IN ITS  
2 DISCUSSION OF CHECKLIST ITEM NO. 2?

3  
4 A. Access to many of the UNEs that BellSouth offers are included elsewhere in the  
5 fourteen-point competitive checklist and are, therefore, discussed with the  
6 applicable checklist item. As the FCC noted in its Louisiana II Order, for  
7 example, checklist item 4 addresses local loop transmission from the central  
8 office to the customer's premises, unbundled from local switching or other  
9 services; checklist item 5 addresses local transport from the trunk side of a  
10 wireline local exchange carrier switch unbundled from switching or other  
11 services; and checklist item 6 addresses local switching unbundled from  
12 transport, local loop transmission, or other services. (¶¶ 184, 201, 207). As  
13 noted by the FCC in its SWBT Order-TX, the FCC focused its discussion of this  
14 checklist item on "whether SWBT provides access to OSS and to combinations  
15 of UNEs in accordance with section 251(c)(3) and our rules." (¶ 91). The FCC  
16 further stated that, "[a]side from OSS, the other UNEs that SWBT must make  
17 available under section 251(c)(3) are also listed as separate items on the  
18 competitive checklist, and are addressed below in separate sections for each  
19 checklist item." (*Id.*).

20  
21 Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING  
22 NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS?

23  
24 A. Section 251(c)(3) obligates BellSouth to provide nondiscriminatory access to  
25 network elements on an unbundled basis at any technically feasible point under

1 rates, terms and conditions that are just and reasonable. Requesting carriers are  
2 allowed to combine elements in order to provide telecommunications services.  
3 Section 252(d)(1) of the Act specifies the pricing standard for unbundled  
4 network elements. In essence, rates for network elements are considered just  
5 and reasonable when they are based on the cost of providing the element, are  
6 nondiscriminatory and may include a reasonable profit.

7

8 Q. WHAT ARE THE FCC’S RULES AND REQUIREMENTS REGARDING  
9 THE COMPONENTS OF THIS CHECKLIST ITEM?

10

11 A. In determining whether an ILEC meets the nondiscriminatory standard for each  
12 OSS function, the FCC utilizes a two-step process. First, the FCC determines  
13 “whether the BOC has deployed the necessary systems and personnel to provide  
14 sufficient access to each of the necessary OSS functions and whether the BOC  
15 is adequately assisting competing carriers to understand how to implement and  
16 use all of the OSS functions available to them.” (Bell Atlantic New York Order,  
17 at ¶ 87). Next, the FCC evaluates “whether the OSS functions that the BOC has  
18 deployed are operationally ready, as a practical matter.” (*Id.*).

19

20 For OSS functions with a retail analogue, “[t]he BOC must provide access that  
21 permits competing carriers to perform these functions in ‘substantially the same  
22 time and manner’ as the BOC.” (SWBT Order-TX, at ¶ 94). For OSS functions  
23 without a retail analogue, “the BOC must offer access ‘sufficient to allow an  
24 efficient competitor a meaningful opportunity to compete.’” (*Id.* at ¶ 95). A

25

1 “meaningful opportunity to compete” is assessed by a review of applicable  
2 performance standards. (*Id.*).  
3

4 For UNE combinations and access to UNEs, the FCC concluded that, “SWBT  
5 provides access to UNEs in a manner that allows requesting carriers to combine  
6 those elements, and that SWBT provides access to preexisting combinations of  
7 network elements.” (SWBT Order-TX, at ¶ 216). The FCC based its conclusion  
8 on SWBT’s evidence of actual commercial usage, and also on SWBT’s legal  
9 obligation to provide such access. (*Id.*). In its SWBT Order-KS/OK, the FCC  
10 reaffirmed its position on OSS and UNE combinations as established in the Bell  
11 Atlantic New York Order and in the SWBT Order-TX as referenced above.  
12

13 In its Verizon Massachusetts Order, the FCC concluded that “[i]n at least one  
14 interconnection agreement, Verizon offers ‘any technically feasible method to  
15 access unbundled [n]etwork [e]lements.’ Although Verizon has not provided  
16 evidence of a standardized offering for noncollocation methods of combining  
17 UNEs, this commitment in an interconnection agreement satisfies the obligation  
18 to make available noncollocation options for competing carriers wanting to  
19 combine UNEs.” (¶ 119).  
20

21 Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING  
22 BELL SOUTH’S COMPLIANCE WITH THIS CHECKLIST ITEM?  
23

24 A. In its Louisiana II Order, the FCC found that BellSouth did not satisfy the  
25 requirements of checklist item 2. The FCC concluded that, although BellSouth

1 had made progress in addressing its OSS deficiencies, BellSouth did not  
2 demonstrate that it is providing nondiscriminatory access to its OSS. (¶¶ 91-  
3 92). The FCC also found that collocation cannot be the only method for  
4 combining UNEs provided to CLECs. (*Id.* at ¶¶ 167-168).

5  
6 Q. HAS BELL SOUTH ADDRESSED THE FCC’S CONCERNS?

7  
8 A. Yes. Access to OSS is addressed in the testimony of Mr. Pate and Mr.  
9 Ainsworth filed in Docket No. 01-00362. Later in my testimony, I discuss  
10 BellSouth’s provision of UNE combinations.

11  
12 Q. WHAT NETWORK ELEMENTS DOES BELL SOUTH OFFER TO CLECs  
13 ON AN UNBUNDLED BASIS?

14  
15 A. BellSouth provides CLECs with access to all required network elements and  
16 sub-elements on an unbundled basis, and on standardized terms. Standard  
17 offerings include access to local loops and sub-loops, network interface devices  
18 (“NIDs”), switching capability, interoffice transmission facilities, signaling  
19 networks and call-related databases, OSS functions, high-capacity loops, and  
20 dark fiber. As will be discussed under checklist item 7, operator  
21 services/directory assistance (“OS/DA”) is no longer required to be provided on  
22 an unbundled basis. Details concerning each of these offerings are provided in  
23 either the testimony of Mr. Milner or by Mr. Pate in Docket No. 01-00362.  
24 BellSouth also provides Digital Subscriber Line (“DSL”) capable loops, line-  
25 conditioning and line-sharing, and BellSouth facilitates line splitting. The

1 testimony of Mr. Milner, Mr. Latham and Mr. Williams provides more details  
2 regarding these offerings.

3

4 Q. DOES BELLSOUTH HAVE A LEGALLY BINDING OBLIGATION TO  
5 PROVIDE CLECs WITH ACCESS TO UNEs SUCH THAT CLECs MAY  
6 COMBINE UNEs?

7

8 A. Yes. The methods used and the terms governing the provision of UNEs for  
9 combining by CLECs are contained in BellSouth's interconnection agreements,  
10 as well as in the SGAT. There is no difference between BellSouth's provision  
11 of UNEs, or associated methods and procedures, to a CLEC for use with the  
12 CLEC's own facilities and BellSouth's provision of UNEs that the CLEC may  
13 combine. BellSouth does not determine how a CLEC will use the UNEs that  
14 BellSouth delivers to the CLEC.

15

16 In other words, whether a CLEC uses UNEs in isolation or combines them,  
17 access to the UNEs will be provided in the same way. If a CLEC desires  
18 additional facilities or services to facilitate its ability to combine UNEs, it may  
19 make a request through the Bona Fide Request ("BFR") process. The BFR  
20 process will be discussed in greater detail later in my testimony.

21

22 Q. PLEASE DESCRIBE THE MEANS BY WHICH A CLEC MAY COMBINE  
23 UNEs.

24

25 A. Pursuant to the Act, FCC rules and the Authority's orders, BellSouth provides

1 CLECs with access to UNEs such that a CLEC may combine the UNEs. In  
2 order to combine UNEs, the CLEC may choose virtual or physical collocation  
3 or an assembly point arrangement. BellSouth will extend UNEs to a CLEC's  
4 virtual or physical collocation arrangement and will terminate those UNEs in  
5 such a way as to allow the CLEC to provide cross-connections or other required  
6 wiring within the CLEC's collocation arrangement in order to effect the  
7 combination. In addition, BellSouth offers an assembly point option for CLECs  
8 to combine UNEs. Mr. Milner discusses in greater detail in his testimony the  
9 means by which CLECs can combine UNEs.

10

11 Q. DOES BELLSOUTH OFFER CURRENTLY COMBINED NETWORK  
12 ELEMENTS TO CLECs AT COST-BASED RATES?

13

14 A. Yes. BellSouth provides to CLECs, at cost-based rates, network elements that  
15 are, in fact, combined in BellSouth's network to the particular location the  
16 CLEC wishes to serve. That is, BellSouth makes combinations of UNEs  
17 available to CLECs consistent with BellSouth's obligations under the Act and  
18 applicable FCC and the Authority's rules.

19

20 Q. PLEASE ADDRESS THE CURRENT STATUS OF THE ILECs' LEGAL  
21 OBLIGATION REGARDING COMBINATIONS?

22

23 A. In its UNE Remand Order<sup>10</sup>, the FCC reaffirmed that ILECs presently have no

24

---

25 <sup>10</sup> *In the Matter of Implementation of Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order CC Docket No. 96-98, FCC 99-238, released November 5, 1999 ("UNE Remand Order")

1 obligation to combine network elements for CLECs when those elements are  
2 not currently combined in the ILEC's network. FCC Rules 51.315(c)-(f) that  
3 purported to require ILECs to combine UNEs were vacated by the Eighth  
4 Circuit Court, and those rules were neither appealed to nor reinstated by the  
5 Supreme Court. On July 18, 2000, the Eighth Circuit Court reaffirmed its ruling  
6 that FCC Rules 51.315(c)-(f) are vacated.

7  
8 As the FCC made clear in its UNE Remand Order, Rule 51.315(b) applies to  
9 elements that are "in fact" combined, stating that "[t]o the extent an unbundled  
10 loop is in fact connected to unbundled dedicated transport, the statute and our  
11 rule 51.315(b) require the incumbent to provide such elements to requesting  
12 carriers in combined form." (§ 480, emphasis added). The FCC further declined  
13 to adopt a definition of "currently combines," that would include all elements  
14 "ordinarily combined" in the incumbent's network (declining to "interpret rule  
15 51.315(b) as requiring incumbents to combine unbundled network elements that  
16 are 'ordinarily combined' ..."). (*Id.*).

17

18 Q. DOES BELLSOUTH OFFER ORDINARILY COMBINED NETWORK  
19 ELEMENTS TO CLECS AT COST –BASED RATES?

20

21 A. Yes. Although BellSouth disagrees with the Authority's rulings in Docket Nos.  
22 97-01262 and 99-00430, BellSouth makes available to CLECs in Tennessee  
23 network element combinations that are ordinarily combined in its network at  
24 cost-based rates.

25

1 Q. CAN A CLEC CONVERT SPECIAL ACCESS FACILITIES TO  
2 UNBUNDLED NETWORK ELEMENTS?

3

4 A. Yes. A CLEC must self-certify that it is providing a significant amount of local  
5 exchange service over special access facilities in order to convert these special  
6 access facilities to a combination of unbundled loops and unbundled transport as  
7 determined by the FCC in its UNE Remand Order, and in its Supplemental  
8 Clarification Order in CC Docket No. 96-98, released June 2, 2000. BellSouth  
9 does not require an audit as a precondition to converting special access to  
10 UNEs; however, BellSouth may audit a CLEC's records in order to verify the  
11 type of traffic being transmitted over this arrangement, which is typically  
12 referred to as Enhanced Extended Links ("EELs"). If, based on its audit,  
13 BellSouth concludes that a CLEC is not providing a significant amount of local  
14 exchange traffic over the facilities, BellSouth may file a complaint with the  
15 appropriate regulatory authority.

16

17 Q. WHAT ARE BELL SOUTH'S PRICES FOR COMBINATIONS OF UNES?

18

19 A. Prices for various combinations of UNEs are set out in Attachment A to  
20 BellSouth's SGAT (Exhibit JAR-5). To the extent a CLEC seeks to obtain  
21 combinations of UNEs that are not listed in their combined form in Attachment  
22 A of the SGAT, the CLEC may purchase such UNE combinations at the sum of  
23 the stand-alone prices of the elements that make up the combination until such  
24 time as the Authority establishes permanent rates for these combinations.

25



1 Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
2 TO PROVIDE THIS CHECKLIST ITEM?

3

4 BellSouth's interconnection agreements, as well as its SGAT, provide for access  
5 to network elements in compliance with the requirements set forth by the FCC.  
6 Exhibit JAR-3 provides a representative sample of the agreements that  
7 BellSouth has entered into with CLECs in Tennessee.

8

9 Q. WHAT DOES BELLSOUTH REQUEST OF THE AUTHORITY IN REGARD  
10 TO CHECKLIST ITEM NO. 2?

11

12 A. BellSouth requests that the Authority find that BellSouth, as demonstrated by  
13 BellSouth's filings in this proceeding, is in compliance with checklist item 2.  
14 BellSouth provides nondiscriminatory access to its OSS as BellSouth's  
15 Tennessee performance data will demonstrate. In addition, BellSouth provides  
16 UNE combinations in compliance with the FCC's rules and the Authority's  
17 orders. Therefore, the Authority should find BellSouth in compliance with  
18 checklist item 2.

19

20 **CHECKLIST ITEM NO. 3: POLES, DUCTS, CONDUITS, AND RIGHTS-OF-**  
21 **WAY**

22

23 Q. WHAT ARE THE REQUIREMENTS OF SECTION 224 OF THE ACT  
24 REGARDING THIS CHECKLIST ITEM?

25

1 A. Section 224 of the Act outlines the state and federal jurisdiction over the  
2 regulation of access to poles, ducts, conduits and rights-of-way and describes  
3 the standard for just and reasonable rates for such access.

4

5 Q. WHAT ARE THE FCC’S RULES AND REQUIREMENTS REGARDING  
6 THIS CHECKLIST ITEM?

7

8 A. Under Rule 1.1403, a utility shall provide any carrier with nondiscriminatory  
9 access to any pole, duct, conduit, or right-of-way owned or controlled by it.  
10 Notwithstanding this obligation, a utility may deny any telecommunications  
11 carrier access to its poles, ducts, conduits, or rights-of-way where there is  
12 insufficient capacity or for reasons of safety, reliability and generally applicable  
13 engineering purposes.

14

15 Q. WHAT DID THE FCC PREVIOUSLY RULE REGARDING BELL SOUTH’S  
16 COMPLIANCE WITH THIS CHECKLIST ITEM?

17

18 A. In its Louisiana II Order, the FCC found that, “BellSouth demonstrates that it is  
19 providing nondiscriminatory access to its poles, ducts, conduits, and rights-of-  
20 way at just and reasonable rates, terms and conditions in accordance with the  
21 requirements of section 224, and thus has satisfied the requirements of checklist  
22 item (iii).” (§ 174).

23

24 Q. WHERE DOES BELL SOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
25 TO PROVIDE THIS CHECKLIST ITEM?

1

2 A. BellSouth offers through its interconnection agreements, and through its SGAT,  
3 nondiscriminatory access to poles, ducts, conduits and rights-of-way at rates  
4 that are just and reasonable. Such access is provided via the Standard License  
5 Agreement (*see* Exhibit JAR-5, SGAT Attachment D) which complies with  
6 Section 224, as amended by the Act, and conforms to the Authority's and the  
7 FCC's requirements. See Exhibit JAR-3 for applicable agreement references.

8

9 Q. WHAT DOES BELL SOUTH REQUEST OF THE AUTHORITY IN REGARD  
10 TO CHECKLIST ITEM 3?

11

12 A. The FCC previously found BellSouth to be in compliance with this checklist  
13 item. BellSouth's actions and performance are consistent with its previous  
14 showing, and nothing material has changed since 1998 that should cause the  
15 Authority to reach a different conclusion than the FCC reached in its Louisiana  
16 II Order. Additional details concerning BellSouth's poles, ducts, conduits, and  
17 rights-of-way offerings can be found in Mr. Milner's testimony and in the  
18 affidavit of Ms. Kinsey attached to Mr. Milner's testimony. BellSouth provides  
19 nondiscriminatory access to poles, ducts and conduits to CLECs at rates, terms  
20 and conditions that are the same for Tennessee as those found by the FCC to be  
21 compliant in Louisiana. For these and other reasons, BellSouth requests that the  
22 Authority find BellSouth compliant with checklist item 3.

23

24 **CHECKLIST ITEM NO. 4: LOCAL LOOP**

25

1 Q. DESCRIBE THE TYPES OF LOOPS THAT BELLSOUTH CURRENTLY  
2 PROVIDES IN COMPLIANCE WITH CHECKLIST ITEM NO. 4.

3

4 A. BellSouth provides CLECs with access to unbundled loops at any technically  
5 feasible point with access given to all features, functions and capabilities of the  
6 loop; without any restrictions that impair their use; for a CLEC's exclusive use;  
7 and in a manner that enables the CLEC to combine loops with other UNEs.

8

9 BellSouth makes available to CLECs, on an unbundled basis, all of its loops,  
10 including those loops served by Integrated Digital Loop Carrier ("IDLC"). Mr.  
11 Milner's testimony provides greater detail regarding loops served by IDLC.

12

13 BellSouth provides nondiscriminatory access to the following loop types  
14 through its SGAT and interconnection agreements: SL1 voice grade analog  
15 lines, SL2 voice grade analog lines, 2-wire ISDN digital grade lines, 2-wire  
16 Asymmetrical Digital Subscriber Lines ("ADSL"), 2-wire and 4-wire High-bit-  
17 rate Digital Subscriber Lines ("HDSL"), 4-wire DS1 digital grade lines; 4-wire  
18 56 or 64 Kbps digital grade lines, unbundled copper loops, and higher-capacity  
19 unbundled loops.

20

21 Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING THIS  
22 CHECKLIST ITEM?

23

24 A. Section 271(c)(2)(B)(iv) of the Act requires that BellSouth provide local loop  
25 transmission from the central office to the customer's premises, unbundled from

1 local switching or other services.

2

3 Q. WHAT ARE THE FCC’S RULES AND REQUIREMENTS REGARDING  
4 THIS CHECKLIST ITEM?

5

6 A. FCC Rule 51.319(a) requires an ILEC to provide nondiscriminatory access to  
7 the local loop. The local loop network element is defined as a transmission  
8 facility between the distribution frame in an ILEC central office and the end  
9 user’s premises (for example, a cable pair from the customer’s premises to the  
10 main distribution frame of the serving central office).

11

12 In its Bell Atlantic New York Order, the FCC concluded that in order for a BOC  
13 to be found in compliance with this checklist item, it must demonstrate a  
14 concrete and specific legal obligation to provide unbundled local loops in  
15 accordance with Section 271 requirements. (¶ 273).

16

17 Additionally, in its SWBT Order-TX, the FCC determined that “the BOC must  
18 provide access to any functionality of the loop requested by a competing carrier  
19 unless it is not technically feasible to condition the loop facility to support the  
20 particular functionality requested.” (¶ 248). In order to provide such loops, the  
21 BOC may have to perform conditioning on the loop for which it can recover its  
22 costs. (*Id.*).

23

24 In its SWBT Order-KS/OK, the FCC reaffirmed its requirement that a BOC  
25 must demonstrate a concrete and specific legal obligation to provide unbundled

1 local loops in order to meet the requirements of this checklist item.  
2 Additionally, the FCC concluded that a BOC must also demonstrate that it is  
3 currently providing local loops in the quantities that competitors demand and at  
4 acceptable quality levels. (¶ 178).

5  
6 Finally, in its Verizon Massachusetts Order, the FCC, in evaluating Verizon's  
7 overall performance in providing unbundled local loops in Massachusetts,  
8 examined Verizon's performance "in the aggregate (i.e., by all loop types) as  
9 well as its performance for specific loop types (i.e., by voice grade, xDSL-  
10 capable, line-shared and DS-1 types)." (¶ 122). The FCC further concluded that  
11 Verizon provides access to loop make-up information in compliance with the  
12 UNE Remand Order, and that Verizon also provides nondiscriminatory access  
13 to stand alone xDSL-capable loops and high-capacity loops. (¶ 124).

14  
15 Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING  
16 BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

17  
18 A. In its Louisiana II Order, the FCC concluded that BellSouth had not provided  
19 sufficient persuasive evidence (in the form of performance data) that it meets  
20 the requirements of this checklist item. (¶ 189). Specifically, the FCC desired  
21 performance data and explanations of that performance data in sufficient detail  
22 to demonstrate that BellSouth met the nondiscrimination standard. (¶ 194).

23  
24 Q. HAS BELLSOUTH ADDRESSED THE FCC'S CONCERNS?

25

1 A. Yes. As BellSouth demonstrates through its performance data provided in this  
2 proceeding, the Authority and the FCC will be able to determine that BellSouth  
3 is providing nondiscriminatory access to local loops.

4  
5 Q. DOES BELLSOUTH OFFER ANY ADDITIONAL COMPONENTS OF  
6 LOCAL LOOP TRANSMISSION?

7  
8 A. Yes. In addition to the unbundled loop, BellSouth provides CLECs with access  
9 to unbundled subloop components, as well as loop cross-connects and loop  
10 concentration and channelization. Mr. Milner's testimony provides details  
11 concerning how a CLEC gains access to subloop elements. BellSouth also  
12 provides CLECs with access to loop make-up information as is required by the  
13 FCC in its UNE Remand Order. In that order, the FCC clarified that "an  
14 incumbent LEC must provide the requesting carrier with nondiscriminatory  
15 access to the same detailed information about the loop that is available to the  
16 incumbent, so that the requesting carrier can make an independent judgment  
17 about whether the loop is capable of supporting the advanced services  
18 equipment the requesting carrier intends to install." (§ 427).

19  
20 Q. DOES BELLSOUTH PROVIDE LOOP MODIFICATION TO CLECs UPON  
21 REQUEST?

22  
23 A. Yes. BellSouth's Unbundled Loop Modification ("ULM") process provides  
24 CLECs with the ability to request that BellSouth modify any existing loop to be  
25 compatible with the CLEC's hardware requirements. The ULM process is

1 discussed in more detail in Mr. Latham's testimony. As provided by the FCC in  
2 its UNE Remand Order, ILECs are allowed to recover the cost of such loop  
3 modification. BellSouth's proposed prices for this function are pending before  
4 the Authority in Docket 00-00544.

5  
6 Q. DOES BELLSOUTH PROVIDE CLECs WITH ACCESS TO THE HIGH  
7 FREQUENCY PORTION OF THE LOOP?

8  
9 A. Yes. Consistent with the FCC's Line-Sharing Order,<sup>11</sup> where BellSouth is the  
10 voice provider, BellSouth provides CLECs with access to the frequency range  
11 above the voice band on a copper loop facility. This function is referred to as  
12 "line-sharing." As explained in Mr. Williams' testimony, BellSouth allows  
13 CLECs to order splitters in three different increments: (1) full shelf (96 line  
14 units), (2) one fourth of a shelf (24 line units); or an 8-port option. The  
15 Authority will establish permanent prices for the line-sharing elements in  
16 Docket No. 00-00544. Mr. Williams' testimony provides additional details of  
17 BellSouth's provisioning of line-sharing.

18  
19 Q. DOES BELLSOUTH FACILITATE LINE SPLITTING?

20  
21  
22  
23  
24 <sup>11</sup> *In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability*  
25 *and Implementation of Local Competition Provisions of the Telecommunications Act of 1996*, Third  
Report and Order CC Docket No. 98-147 and Fourth Report and Order CC docket No. 96-98, 14 FCC  
Rcd 20,912 (1999) ("Line-Sharing Order")



1 A. Yes. In its Line-Sharing Reconsideration Order,<sup>12</sup> the FCC affirmed that ILECs  
2 have an obligation to permit competing carriers to engage in line splitting where  
3 the competing carrier purchases the entire loop and provides its own splitter. (¶  
4 19, emphasis added). When a CLEC is using a UNE-Platform (UNE-P) and  
5 wishes to change that to a line splitting arrangement, a splitter has to be inserted  
6 between the loop and the port. This means that the loop and the port have to  
7 be disconnected from each other, and both the loop and the port then have to be  
8 run into the CLEC's collocation space where the loop can be hooked up to the  
9 CLEC's splitter.

10

11 Further, the FCC specifically denied AT&T's request that ILECs be required to  
12 continue to provide xDSL services in the event a customer chooses to obtain its  
13 voice service from a competing carrier on the same line. (*Id.* at ¶16). In the  
14 event a customer terminates its ILEC-provided voice service on a line-shared  
15 line, the data CLEC is required to purchase the full stand-alone loop if it wishes  
16 to continue providing xDSL service. (*Id.* at ¶ 22). This decision supports  
17 BellSouth's position that BellSouth is obligated to provide line-sharing to  
18 CLECs only where BellSouth is providing the voice service.

19

20 In its SWBT Order-TX, the FCC further clarified that:

21

22

23

---

24 <sup>12</sup> *In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability,*  
25 *Order on Remand*, CC Docket No. 98-147 (Released January 19, 2001) (Line-Sharing Reconsideration Order").

- 1           • Line splitting is defined as a situation where the voice and data service  
2           are provided by competing carriers over a single loop, rather than by the  
3           incumbent LEC. (§ 324).
- 4           • ILECs have no obligation to furnish the splitter when the CLEC engages  
5           in line splitting over the UNE-P. (§ 327).

6

7 Q.     WHERE DOES BELL SOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
8     TO PROVIDE THIS CHECKLIST ITEM?

9

10 A.    BellSouth offers through its agreements, and through its SGAT,  
11       nondiscriminatory access to unbundled local loops and subloops. Such access is  
12       provided in compliance with the Act, and conforms to the Authority's and the  
13       FCC's requirements. See Exhibit JAR-3 for agreement references.

14

15 Q.    WHAT DOES BELL SOUTH REQUEST OF THE AUTHORITY IN REGARD  
16    TO CHECKLIST ITEM NO. 4?

17

18 A.    BellSouth requests that the Authority find that BellSouth, as demonstrated by  
19       BellSouth's filings in this proceeding, is in compliance with checklist item 4.  
20       BellSouth makes local loop transmission available on an unbundled basis in  
21       compliance with FCC Rule 51.319(a) and with Section 271(c)(2)(B)(iv) of the  
22       Act. For these reasons, the Authority should find BellSouth in compliance with  
23       checklist item 4.

24

25 **CHECKLIST ITEM NO. 5: LOCAL TRANSPORT**

1

2 Q. PLEASE DESCRIBE UNBUNDLED LOCAL TRANSPORT AS COVERED  
3 BY THIS CHECKLIST ITEM.

4

5 A. There are two types of local transport, namely dedicated and shared (also called  
6 “common”), that are covered by this checklist item. Dedicated transport  
7 involves transmission facilities dedicated to a specific customer or carrier that  
8 provide telecommunications between wire centers owned by the ILEC or  
9 requesting telecommunications carriers, or between switches owned by ILECs  
10 or requesting telecommunications carriers. Shared transport involves  
11 transmission facilities shared by more than one carrier, including the ILEC,  
12 between end office switches, between end office switches and tandem switches,  
13 and between tandem switches, in the ILEC’s network. BellSouth is not  
14 obligated to construct new transport facilities at a CLEC’s request where  
15 BellSouth has not deployed facilities for its own use.

16

17 Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING THIS  
18 CHECKLIST ITEM?

19

20 A. Section 271(c)(2)(B)(v) of the Act obligates BellSouth to provide local transport  
21 from the trunk side of the wireline local exchange carrier switch unbundled  
22 from switching or other services.

23

24 Q. WHAT DOES THE FCC REQUIRE FOR COMPLIANCE WITH  
25 CHECKLIST ITEM NO. 5?

1

2 A. FCC Rule 51.319(d) requires a BOC to offer dedicated and shared transport as  
3 defined by the FCC. In the Bell Atlantic New York Order, the FCC stated that  
4 its requirement that “BOCs provide both dedicated and shared transport to  
5 requesting carriers.” (§ 337). The FCC further stated that Bell Atlantic’s  
6 performance data indicated that it was providing transport to CLECs in a  
7 nondiscriminatory manner. (§ 338).

8

9 In its SWBT Order-TX, the FCC confirmed the obligation to provide dedicated  
10 and shared transport and cited SBC’s performance data as being indicative of  
11 compliance with this checklist item. (§§ 331-333).

12

13 Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING  
14 BELL SOUTH’S COMPLIANCE WITH THIS CHECKLIST ITEM?

15

16 A. In its Louisiana II Order, the FCC found that BellSouth demonstrated that it  
17 provided transport on terms and conditions consistent with the FCC’s directives.  
18 (§ 202). However, the FCC did not approve this checklist item on the grounds  
19 that BellSouth failed to submit persuasive evidence, such as performance data,  
20 specifically measuring the provisioning of dedicated and shared transport  
21 facilities. (§ 206).

22

23 Q. HAS BELL SOUTH ADDRESSED THE FCC’S CONCERNS?

24

25 A. Yes. BellSouth’s performance data provides the Authority and the FCC the data

1           necessary to determine that BellSouth is providing nondiscriminatory access to  
2           local transport.

3

4   Q.     WHERE DOES BELL SOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
5           TO PROVIDE THIS CHECKLIST ITEM?

6

7   A.     BellSouth offers through its interconnection agreements and through its SGAT  
8           nondiscriminatory access to unbundled local transport. Such access is provided  
9           in compliance with the Act and conforms to the Authority's and the FCC's  
10          requirements. See Exhibit JAR-3, attached to my testimony, for agreement and  
11          SGAT references.

12

13   Q.     WHAT DOES BELL SOUTH REQUEST OF THE AUTHORITY IN REGARD  
14          TO CHECKLIST ITEM NO. 5?

15

16   A.     BellSouth requests that the Authority find that BellSouth, as demonstrated by  
17          BellSouth's filings in this proceeding, is in compliance with checklist item 5.  
18          BellSouth offers unbundled local transport on the trunk side of a wireline local  
19          exchange carrier switch unbundled from switching or other services. BellSouth  
20          offers CLECs both dedicated and shared transport, as the FCC has defined it.  
21          Further, BellSouth offers dedicated and shared transport to carry originating  
22          access traffic from, and terminating access traffic to, customers to whom the  
23          CLEC is also providing local exchange service. BellSouth also provides  
24          CLECs with the data to bill the associated access charges. Thus, the Authority  
25          should find BellSouth in compliance with checklist item 5.

1

2 **CHECKLIST ITEM NO. 6: LOCAL SWITCHING**

3

4 Q. PLEASE DESCRIBE LOCAL SWITCHING AS DEFINED BY THIS  
5 CHECKLIST ITEM.

6

7 A. Local circuit switching is the network element that provides the functionality  
8 required to connect the appropriate originating lines or trunks wired to the Main  
9 Distribution Frame (“MDF”), or to the digital cross-connect panel, to a desired  
10 terminating line or trunk. The most common local circuit switching capability  
11 involves the line termination (port) and the line side switching (dial tone)  
12 capabilities in the central office. The functionality of BellSouth’s local circuit  
13 switching offering includes access to all of the features, functions, and  
14 capabilities provided for the particular port type, including features inherent to  
15 the switch and the switch software and includes access to vertical features, such  
16 as Call Waiting. Local circuit switching also provides access to additional  
17 capabilities such as common and dedicated transport, out-of-band signaling,  
18 911, operator services, directory services, and repair service.

19

20 The packet switching capability network element is defined as the basic packet  
21 switching function of routing or forwarding packets, frames, cells or other data  
22 units based on address or other routing information contained in the packets,  
23 frames, cells or other data units, and the functions that are performed by Digital  
24 Subscriber Line Access Multiplexers (“DSLAMs”), including but not limited to:  
25 (1) the ability to terminate copper customer loops (that include both a low-band

1 voice channel and a high-band data channel, or solely a data channel); (2) the  
2 ability to forward the voice channels, if present, to a circuit switch or multiple  
3 circuit switches; (3) the ability to extract data units from the data channels on  
4 the loops; and (4) the ability to combine data units from multiple loops onto one  
5 or more trunks connecting to a packet switch or packet switches.

6

7 Q. WHAT IS REQUIRED BY THE ACT TO BE IN COMPLIANCE WITH  
8 CHECKLIST ITEM NO. 6?

9

10 A. Section 271(c)(2)(B)(vi) of the Act requires that BellSouth make available local  
11 switching unbundled from local transport, local loop transmission, or other  
12 services.

13

14 Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING  
15 THIS CHECKLIST ITEM?

16

17 A. FCC Rule 51.319(c) requires unbundling of local and tandem switching  
18 capabilities. In the Bell Atlantic New York Order, the FCC concluded that Bell  
19 Atlantic demonstrated compliance with checklist item 6, through its provision  
20 of: 1) line-side and trunk-side facilities; 2) basic switching functions; 3) vertical  
21 features; 4) customized routing; 5) shared trunk ports; 6) unbundled tandem  
22 switching; 7) usage information for billing exchange access, and 8) usage  
23 information for billing for reciprocal compensation. (¶ 346; *see also* SWBT  
24 Order-TX, at ¶ 339; *and* SWBT Order-KS/OK, at ¶ 242).

25

1 Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING  
2 BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

3

4 A. In its Louisiana II Order, the FCC determined that BellSouth must make  
5 available all vertical features that the switch is capable of providing, whether or  
6 not BellSouth offers a particular feature on a retail basis. (¶¶ 210-211). The  
7 FCC also found that BellSouth failed to demonstrate sufficiently that CLECs are  
8 able to order customized routing efficiently. As a consequence, the FCC  
9 determined that BellSouth did not demonstrate that it is capable of making  
10 customized routing practically available in a nondiscriminatory manner. (¶ 223).  
11 Another area of concern addressed by the FCC in its Louisiana II Order pertains  
12 to whether BellSouth had the necessary billing procedures in place and had  
13 demonstrated that CLECs are provided timely and accurate usage information,  
14 or a reasonable surrogate for this information, necessary to enable billing for  
15 exchange access services. (¶¶ 232-234).

16

17 Q. HAS BELLSOUTH ADDRESSED THE FCC'S CONCERNS?

18

19 A. Yes. As discussed in detail in the testimony of Mr. Milner and Mr. Scollard,  
20 BellSouth has resolved the concerns raised by the FCC regarding this checklist  
21 item in its Louisiana II Order. In summary, BellSouth provides all vertical  
22 features that the switch is capable of providing whether or not BellSouth offers  
23 a particular feature on a retail basis. BellSouth also makes available two  
24 methods of customized routing, as well as required usage data.

25



1 Q. WHAT DOES BELLSOUTH PROVIDE IN COMPLIANCE WITH THIS  
2 CHECKLIST ITEM?

3

4 A. BellSouth provides CLECs with local circuit switching as defined above on an  
5 unbundled basis. A CLEC can purchase unbundled switching separately from  
6 the other unbundled components needed to complete a local call. BellSouth  
7 also offers switch ports and associated usage unbundled from transport, local  
8 loop transmission, and other services.

9

10 Further, switch ports are offered with access to all available vertical features  
11 that are loaded in the software of the switch. A single vertical feature may  
12 include more than one switch capability. Pursuant to the BFR process,  
13 BellSouth will work with CLECs to provide features that are loaded in the  
14 switch but that are not currently activated, as well as those features not currently  
15 loaded in the switch. The testimony of Mr. Milner and Mr. Scollard address  
16 BellSouth's local switching offer in more detail.

17

18 Q. WHAT DOES BELLSOUTH OFFER WITH REGARD TO SWITCH  
19 FEATURES NOT CURRENTLY LOADED IN A SWITCH?

20

21 A. Upon request, BellSouth will provide to a CLEC switch features that are not  
22 currently loaded in the switch provided that the CLEC is willing to pay the  
23 additional costs involved (*e.g.* additional right-to-use fees, programming costs  
24 to the manufacturer and internal costs to adapt BellSouth's systems to accept an  
25 order for the new feature). In addition to this issue of cost, there may be feature

1 interaction restrictions of which the CLEC needs to be aware. For these  
2 reasons, BellSouth requires the CLEC to submit a BFR so that the parties can  
3 explore all related issues.

4  
5 Q. DOES BELLSOUTH LIMIT A CLEC's USE OF LOCAL CIRCUIT  
6 SWITCHING TO LOCAL TRAFFIC?

7  
8 A. No. Requesting carriers may use local circuit switching to carry any type of  
9 traffic that the carrier is authorized to carry. The carrier may provide interstate  
10 and intrastate exchange access to customers for whom the carrier provides local  
11 service. CLECs purchasing unbundled local circuit switching are entitled to  
12 collect the associated switched access charges from interexchange carriers  
13 ("IXCs").

14  
15 Q. PLEASE DESCRIBE BELLSOUTH's PROVISION OF UNBUNDLED  
16 PACKET SWITCHING.

17  
18 A. BellSouth will provide unbundled packet switching in accordance with the  
19 FCC's rules. In its UNE Remand Order, the FCC expressly declined "to  
20 unbundle specific packet switching technologies incumbent LECs may have  
21 deployed in their networks." (¶ 311). Consistent with FCC Rule 51.319(c)(5)  
22 regarding packet switching, BellSouth is only required to provide unbundled  
23 packet switching when all of the following conditions have been satisfied:

24  
25

- 1           1) The incumbent LEC has deployed digital loop carrier systems, including  
2           but not limited to, integrated digital carrier or universal digital loop  
3           carrier systems; or has deployed any other system in which fiber optic  
4           facilities replace copper facilities in the distribution section (*e.g.*, end  
5           office to remote terminal, pedestal or environmentally controlled vault);  
6           2) There are no spare copper loops capable of supporting the xDSL  
7           services the requesting carrier seeks to offer;  
8           3) The incumbent LEC has not permitted a requesting carrier to deploy a  
9           Digital Subscriber Line Access Multiplexer at the remote terminal,  
10          pedestal or environmentally controlled vault or other interconnection  
11          point, nor has the requesting carrier obtained a virtual collocation  
12          arrangement at these subloop interconnection points as defined under  
13          Section 51.319(b); and,  
14          4) The incumbent LEC has deployed packet switching capability for its  
15          own use.

16  
17   Q.     WHERE DOES BELL SOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
18           TO COMPLY WITH THIS CHECKLIST ITEM?

19  
20   A.     BellSouth offers unbundled local circuit switching through its agreements, as  
21           well as its SGAT. Exhibit JAR-3 provides interconnection agreement and  
22           SGAT references. If any existing interconnection agreements treat vertical  
23           features associated with unbundled switch ports as retail services, those  
24           agreements will be amended at the request of the CLEC.

25

1 Q. WHAT DOES BELL SOUTH REQUEST OF THE AUTHORITY IN REGARD  
2 TO CHECKLIST ITEM NO. 6?

3

4 A. BellSouth requests that the Authority find that BellSouth, as demonstrated by  
5 BellSouth's filings in this proceeding, is in compliance with checklist item 6.  
6 BellSouth provides CLECs with local circuit switching on an unbundled  
7 network element basis in compliance with the Act, and with the FCC's rules and  
8 requirements. BellSouth further demonstrates its compliance with this checklist  
9 item through its provision of:

- 10 1) line-side and trunk-side facilities;
- 11 2) basic switching functions;
- 12 3) vertical features;
- 13 4) customized routing;
- 14 5) shared trunk ports;
- 15 6) unbundled tandem switching;
- 16 7) usage information for billing exchange access; and
- 17 8) usage information for billing reciprocal compensation.

18 For these reasons, the Authority should find BellSouth in compliance with  
19 checklist item 6.

20

21 **CHECKLIST ITEM NO. 7: NONDISCRIMINATORY ACCESS TO:**

22 **(I) 911 AND E911 SERVICES;**

23 **(II) DIRECTORY ASSISTANCE SERVICES; AND**

24 **(III) OPERATOR CALL COMPLETION SERVICES**

25

1 Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING THIS  
2 CHECKLIST ITEM?

3

4 A. Section 271(c)(2)(B)(vii) of the Act requires that a BOC provide  
5 nondiscriminatory access to (1) 911 and E911 services; (2) directory assistance  
6 services to allow the other carrier's customers to obtain telephone numbers; and  
7 (3) operator call completion services.

8

9 Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING  
10 THIS CHECKLIST ITEM?

11

12 A. FCC Rule 51.217 applies to the components required under checklist item 7 and  
13 states in relevant part that an ILEC that provides operator services, directory  
14 assistance services or directory listings to its customers shall permit competing  
15 providers to have nondiscriminatory access to those services or features with no  
16 unreasonable dialing delays.

17

18 Additionally, in its Local Competition First Report and Order,<sup>13</sup> the FCC  
19 determined that, for access to 911/E911 services, access to directory assistance,  
20 and access to operator call completion services, the ILEC shall provide  
21 nondiscriminatory access to switching capability, including customized routing  
22 functions. Paragraph 412 of this Order states that the features, functions and  
23 capabilities of the local switch include the same basic capabilities that are

24

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25 <sup>13</sup> *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC  
Docket No. 96-98, 11 FCC Rcd 15499 (1996) ("Local Competition First Report and Order").

1 available to the ILEC's customers, such as access to 911, operator services and  
2 directory assistance. Footnote 914 in the Order further states "we also note that  
3 E911 and operator services are further unbundled from local switching."

4  
5 In its UNE Remand Order, the FCC determined that ILECs need not provide  
6 access to their operator services and directory assistance services on an  
7 unbundled basis if the ILEC provides customized routing. The FCC, however,  
8 determined that all ILECs must continue to provide nondiscriminatory access to  
9 their operator services and directory assistance services pursuant to Section  
10 251(b) of the Act. (§§ 441, 442).

11  
12 In its Bell Atlantic New York Order, the FCC concluded that "[c]ompeting  
13 carriers may provide operator services and directory assistance by either  
14 reselling the BOC's services or by using their own personnel and facilities to  
15 provide these services." (§ 353).

16  
17 Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING  
18 BELL SOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

19  
20 A. In its Louisiana II Order, the FCC found that "BellSouth again demonstrates  
21 that it is providing nondiscriminatory access to 911/E911 services, and thus  
22 satisfies the requirements of checklist item (vii)(I)." (§ 236).

23  
24 Regarding access to directory assistance and operator services, the FCC found  
25 that "BellSouth makes a *prima facie* showing that it has a concrete legal

1 obligation to provide such access.” (¶ 243). The FCC, however, found that  
2 BellSouth failed to show “that it provides nondiscriminatory access: (1) to  
3 BellSouth-supplied operator services and directory assistance; and (2) to the  
4 directory listings in its directory assistance databases.” (*Id.*).

5  
6 The FCC concluded that although BellSouth submitted performance data  
7 demonstrating nondiscriminatory access, “BellSouth has not separated the  
8 performance data between itself and competing carriers. It may be that such  
9 disaggregation is either not technically feasible or unnecessary given the  
10 method by which competing carriers’ customers access BellSouth’s operator  
11 services and directory assistance.” (*Id.* at ¶ 245). Finally, the FCC concluded  
12 that “[i]n any future application, if BellSouth seeks to rely on such performance  
13 data to demonstrate compliance, it should either disaggregate the data or explain  
14 why disaggregation is not feasible or is unnecessary to show  
15 nondiscrimination.” (*Id.* ).

16  
17 Q. HOW HAS BELL SOUTH ADDRESSED THE FCC’S CONCERNS?

18  
19 A. With respect to nondiscriminatory access to OS/DA, Mr. Milner explains in his  
20 testimony why performance data regarding such access does not need to be  
21 disaggregated between wholesale and retail. In addition, Mr. Milner explains  
22 BellSouth’s provision of customized routing and discusses the different  
23 branding options available to CLECs.

24  
25

1 Q. HOW DOES BELL SOUTH COMPLY WITH CHECKLIST ITEM NO. 7  
2 WITH RESPECT TO OFFERINGS FOR DIRECTORY ASSISTANCE (“DA”)  
3 SERVICES?

4  
5 A. BellSouth’s DA service is available on a nondiscriminatory basis to CLECs  
6 providing local exchange service to end user customers in exchanges served by  
7 BellSouth. CLECs can provide their end users with the same access to  
8 BellSouth’s DA service using the same 411 dialing pattern as BellSouth  
9 provides its retail customers. BellSouth includes CLECs’ listings in BellSouth’s  
10 DA databases. When a CLEC that is reselling BellSouth service desires to  
11 establish a local telephone line with the provisioning of DA, the service is  
12 provided in the same time and manner as is done for BellSouth retail customers  
13 under BellSouth’s retail tariffs. BellSouth will make the telephone numbers of  
14 subscribers of facilities-based CLECs available for Intercept Service and will  
15 also include those subscribers’ telephone numbers and calling card numbers in  
16 BellSouth’s Line Information Database (“LIDB”). The testimony of Mr. Milner  
17 and the affidavit of Mr. Doug Coutee, attached to Mr. Milner’s testimony,  
18 discuss BellSouth’s directory assistance offering in more detail and demonstrate  
19 BellSouth’s compliance with this checklist item.

20  
21 Q. AT WHAT RATES DOES BELL SOUTH PROVIDE ACCESS TO ITS  
22 DIRECTORY ASSISTANCE SERVICES?

23  
24 A. BellSouth’s Directory Assistance Services rates are set out in Attachment A to  
25 BellSouth’s SGAT (*see* Exhibit JAR-5).



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Q. HOW DOES BELLSOUTH COMPLY WITH CHECKLIST ITEM NO. 7  
WITH RESPECT TO OFFERINGS FOR OPERATOR CALL COMPLETION  
SERVICES?

A. BellSouth provides CLECs and their subscribers nondiscriminatory access to  
operator services pursuant to Section 251(b)(3) of the Act. BellSouth's call  
processing includes: Call Assistance and Call Completion services; Alternate  
Billing Services such as third number, calling card, and collect; verification and  
interruption of a busy line; and operator transfer service. Facilities-based  
CLECs can obtain access to BellSouth's operator call processing by connecting  
their point of interface via a trunk group to BellSouth's operator services  
system. Mr. Milner's testimony and Mr. Coutee's affidavit provide additional  
detail regarding BellSouth's operator services offerings.

Q. AT WHAT RATES DOES BELLSOUTH PROVIDE ACCESS TO ITS  
OPERATOR SERVICES?

A. BellSouth's Operator Services rates are set out in Attachment A to BellSouth's  
SGAT (*see* Exhibit JAR-5).

Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
TO PROVIDE THIS CHECKLIST ITEM?

1 A. BellSouth offers through its agreements, and through its SGAT,  
2 nondiscriminatory access to its 911 and E911 services, directory assistance  
3 services and operator call completion service. Such access is provided in  
4 compliance with the Act, and conforms to the Authority's and the FCC's  
5 requirements. See Exhibit JAR-3 for agreement and SGAT references.

6

7 Q. WHAT DOES BELL SOUTH REQUEST OF THE AUTHORITY IN REGARD  
8 TO CHECKLIST ITEM NO. 7?

9

10 A. BellSouth requests that the Authority find that BellSouth, as demonstrated by  
11 BellSouth's filings in this proceeding, is in compliance with checklist item 7.  
12 BellSouth provides CLECs with nondiscriminatory access to 911/E911 services,  
13 operator call completion services, and directory assistance services, as required  
14 in the FCC's rules and the Act. Therefore, BellSouth requests that the Authority  
15 find that BellSouth meets the requirements of checklist item 7.

16

17 **CHECKLIST ITEM NO. 8: WHITE PAGES DIRECTORY LISTINGS**

18

19 Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING THIS  
20 CHECKLIST ITEM?

21

22 A. Section 271(c)(2)(B)(viii) of the Act requires that a BOC provide or generally  
23 offer to other telecommunications carriers access or interconnection to "[w]hite  
24 pages directory listings for customers of the other carrier's telephone exchange  
25 service."

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Section 222(f)(3)(A) and (B) of the Act defines subscriber list information as any information “(A) identifying the listed names of subscribers of a carrier and such subscribers’ telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combinations of such listed names, numbers, addresses, or classifications; and (B) that the carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format.”

Q. WHAT ARE THE FCC’S RULES AND REQUIREMENTS REGARDING THIS CHECKLIST ITEM?

A. In its Bell Atlantic New York Order, the FCC concluded that in order to satisfy the requirements of this checklist item, a BOC must demonstrate that it is providing for customers of competitive LECs white pages directory listings that are nondiscriminatory in appearance and integration. Additionally, these listings must have the same accuracy and reliability that the BOC provides for its own customers. (¶ 360; *see also* SWBT Order-TX, ¶ 354; and SWBT Order-KS/OK, ¶ 246).

Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELLSOUTH’S COMPLIANCE WITH THIS CHECKLIST ITEM?

1 A. In its Louisiana II Order, the FCC found that BellSouth had demonstrated that it  
2 provides white pages directory listings for customers of CLECs' telephone  
3 exchange service, and for that reason satisfied the requirements of checklist  
4 item 8. (§ 253). The FCC further concluded that BellSouth's SGAT and  
5 agreements provide a concrete and legal obligation to provide white page  
6 listings to competitors' customers. (§ 254). Finally, the FCC found that for a  
7 BOC to be in compliance with this checklist item, the BOC must provide white  
8 pages directory listings for a competing carrier's customers with the same  
9 accuracy and reliability that it provides for its own customers, "and that  
10 BellSouth has submitted sufficient evidence to demonstrate that it is satisfying  
11 this requirement." (§ 257).

12

13 Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
14 TO PROVIDE THIS CHECKLIST ITEM?

15

16 A. BellSouth offers through its agreements, as well as its SGAT, white pages  
17 listings (subscriber name, address and telephone number) for customers of  
18 CLECs. See Exhibit JAR-3 for agreement and SGAT references.

19

20 Q. HOW DOES BELLSOUTH PRICE WHITE PAGES LISTINGS?

21

22 A. As evidenced by BellSouth's agreements and SGAT, BellSouth provides in the  
23 white pages, free of charge, the primary listing information, in standard format,  
24 for customers of resellers or facilities-based carriers. Additional and optional  
25 listings are available at rates set out in BellSouth's General Subscriber Service

1 Tariff (“GSST”). If these services are being resold, the state-established  
2 wholesale discount applies. BellSouth also includes and maintains CLEC  
3 subscriber listings in BellSouth’s directory assistance database free of charge.  
4 The testimony of Mr. Milner, and the affidavit of Ms. Hudson, attached to Mr.  
5 Milner’s testimony, discuss BellSouth’s white pages listings offering in more  
6 detail.

7  
8 Q. WHAT DOES BELL SOUTH REQUEST OF THE AUTHORITY IN REGARD  
9 TO CHECKLIST ITEM NO. 8?

10  
11 A. The FCC previously found BellSouth to be in compliance with this checklist  
12 item. BellSouth’s actions and performance are consistent with its previous  
13 showing, and nothing material has changed since 1998 that should cause the  
14 Authority to reach a different conclusion than the FCC reached in its Louisiana  
15 II Order. For these reasons, BellSouth requests that the Authority find  
16 BellSouth compliant with checklist item 8.

17  
18 **CHECKLIST ITEM NO. 9: NONDISCRIMINATORY ACCESS TO**  
19 **TELEPHONE NUMBERS**

20  
21 Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING THIS  
22 CHECKLIST ITEM?

23  
24 A. Section 271(c)(2)(B)(ix) of the Act provides that, until the date by which  
25 telecommunications numbering administration guidelines, plans or rules are

1 established, ILECs must provide nondiscriminatory access to telephone  
2 numbers for assignment to the other carrier's telephone exchange service  
3 customers.

4  
5 Q. WHAT ARE THE FCC's RULES AND REQUIREMENTS REGARDING  
6 THIS CHECKLIST ITEM?

7  
8 A. In its Bell Atlantic New York Order, the FCC restated its previous designation  
9 of NeuStar, Inc. ("NeuStar") as the North American Numbering Plan  
10 Administrator ("NANPA") and maintained that a BOC cannot assign telephone  
11 numbers to itself or to CLECs. Further, the FCC concluded that a BOC must  
12 demonstrate that it adheres to these industry numbering administration  
13 guidelines, and the FCC's rules, including accurate reporting of data, to be  
14 compliant with this checklist item. (¶ 363; *see also* SWBT Order-TX, ¶ 360).

15  
16 Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING  
17 BELL SOUTH's COMPLIANCE WITH THIS CHECKLIST ITEM?

18  
19 A. In its Louisiana II Order, the FCC found that "BellSouth demonstrates that it  
20 has provided nondiscriminatory access to telephone numbers for assignment to  
21 other carriers' telephone exchange customers, and thus BellSouth has satisfied  
22 the requirements of Checklist Item (ix)." (¶ 262).

23  
24 Q. HAS ANYTHING CHANGED SINCE THE FCC's FINDINGS WERE  
25 MADE?

1

2 A. Yes. At the time the FCC found BellSouth to be in compliance with checklist  
3 item 9, BellSouth was the code administrator for its region for central office  
4 code assignment and Numbering Plan Administration. However, during  
5 February 1998 Lockheed-Martin assumed all NANPA functions. Subsequently,  
6 on November 17, 1999, NeuStar assumed all NANPA responsibilities when the  
7 FCC approved the transfer of Lockheed-Martin's Communication Industry  
8 Service division to NeuStar. The testimony of Mr. Milner explains, in more  
9 detail, the evolution of the code administrator responsibility and the ultimate  
10 transition from BellSouth to NeuStar.

11

12 Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
13 TO PROVIDE THIS CHECKLIST ITEM?

14

15 A. BellSouth offers through its agreements, as well as its SGAT, nondiscriminatory  
16 access to telephone numbers. See Exhibit JAR-3 for interconnection agreement  
17 and SGAT references.

18

19 Q. WHAT DOES BELLSOUTH REQUEST OF THE AUTHORITY IN REGARD  
20 TO CHECKLIST ITEM NO. 9?

21

22 A. The FCC previously found BellSouth to be in compliance with this checklist  
23 item. BellSouth's actions and performance are consistent with its previous  
24 showing, and nothing material has changed since 1998 that should cause the  
25 Authority to reach a different conclusion than the FCC reached in its Louisiana

1 II Order. BellSouth adheres to industry guidelines and complies with FCC rules  
2 adopted pursuant to Section 251(e) of the Act. For these reasons, BellSouth  
3 requests that the Authority find BellSouth compliant with checklist item 9.

4  
5 **CHECKLIST ITEM NO. 10: CALL RELATED DATABASES AND**  
6 **ASSOCIATED SIGNALING**

7  
8 Q. WHAT ARE THE REQUIREMENTS OF THE ACT REGARDING THIS  
9 CHECKLIST ITEM?

10  
11 A. Section 271(c)(2)(B)(x) provides that an ILEC must offer nondiscriminatory  
12 access to databases and associated signaling necessary for call routing and  
13 completion. Databases and associated signaling refer to call-related databases  
14 and signaling systems that are used for billing and collection or for the  
15 transmission, or other provision, of a telecommunications service.

16  
17 Q. WHAT ARE THE FCC's RULES AND REQUIREMENTS REGARDING  
18 THIS CHECKLIST ITEM?

19  
20 A. FCC Rule 51.319(e) requires that an ILEC provide CLECs with  
21 nondiscriminatory access to signaling networks and call-related databases.  
22 When a requesting carrier purchases unbundled switching, the ILEC must  
23 provide access to its signaling network from that switch in the same manner in  
24 which the ILEC obtains such access itself. For a carrier that has its own  
25 switching facilities, the ILEC will provide access to the ILEC's signaling



1 network for each of the carrier's switches in the same manner the ILEC  
2 connects one of its own switches. For query and database response, the ILEC  
3 will provide access to its call-related databases by means of physical access.  
4

5 In its UNE Remand Order, the FCC clarified that the definition of call-related  
6 databases "includes, but is not limited to, the calling name ("CNAM") database,  
7 as well as the 911 and E911 databases." (§ 403).  
8

9 Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING  
10 BELL SOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?  
11

12 A. In its Louisiana II Order, the FCC found that BellSouth demonstrated that it is  
13 providing nondiscriminatory access to databases and associated signaling  
14 necessary for call routing and completion and thus satisfies the requirements of  
15 checklist item 10. (§ 267).  
16

17 Q. WHERE DOES BELL SOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
18 TO PROVIDE THIS CHECKLIST ITEM?  
19

20 A. BellSouth's agreements, as well as its SGAT, provide for nondiscriminatory  
21 access to BellSouth's signaling networks and call-related databases used for call  
22 routing and completion. See Exhibit JAR-3 for interconnection agreements and  
23 SGAT references.  
24  
25

1 Q. WHAT DOES BELL SOUTH REQUEST OF THE AUTHORITY IN REGARD  
2 TO CHECKLIST ITEM NO. 10?

3

4 A. The FCC previously found BellSouth to be in compliance with this checklist  
5 item. BellSouth's actions and performance are consistent with its previous  
6 showing, and nothing material has changed since 1998 that should cause the  
7 Authority to reach a different conclusion than the FCC reached in its Louisiana  
8 II Order. As discussed in detail in Mr. Milner's testimony, BellSouth provides  
9 CLECs with nondiscriminatory access to databases and associated signaling at  
10 rates, terms and conditions, found to be compliant by the FCC in Louisiana. For  
11 these reasons, BellSouth requests that the Authority find BellSouth compliant  
12 with checklist item 10.

13

14 **CHECKLIST ITEM NO. 11: NUMBER PORTABILITY**

15

16 Q. WHAT IS NUMBER PORTABILITY AS COVERED BY THIS CHECKLIST  
17 ITEM?

18

19 A. Number portability is a service arrangement that allows end user customers to  
20 retain, at the same location (or at a nearby location that is served by the same  
21 BellSouth central office), their existing telephone numbers when switching from  
22 one telecommunications carrier to another facilities-based telecommunications  
23 carrier.

24

25

1 Q. WHAT ARE THE REQUIREMENTS OF THE ACT WITH RESPECT TO  
2 CHECKLIST ITEM NO. 11?

3

4 A. Section 271(c)(2)(B)(xi) of the Act requires that BOCs provide interim local  
5 number portability “[u]ntil the date by which the Commission [FCC] issues  
6 regulations pursuant to section 251 to require [permanent] number portability...”  
7 and “[a]fter that date, full compliance with such regulations.” Section 251(b)(2)  
8 of the Act lists number portability as an obligation of all LECs. As a LEC,  
9 BellSouth has the duty to provide, to the extent technically feasible, number  
10 portability according to requirements prescribed by the FCC. The Act requires  
11 that number portability be provided without impairing quality, reliability, or  
12 convenience for the customer.

13

14 Q. WHAT ARE THE FCC RULES AND REQUIREMENTS WITH REGARD TO  
15 NUMBER PORTABILITY?

16

17 A. The FCC issued regulations regarding number portability on July 2, 1996.<sup>14</sup>  
18 FCC Rule 52.27 provides for the deployment of transitional measures for number  
19 portability. FCC Rule 52.23 provides for the deployment of long-term database  
20 methods for number portability by LECs, referred to as permanent LNP. LNP  
21 must support network services, features and capabilities existing at the time  
22 number portability is implemented. LNP must efficiently use number resources  
23 and may not require end users to change their phone numbers or telecommuni-

24

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25 <sup>14</sup> *First Report and Order and Further Notice of Proposed Rulemaking*, CC Docket No. 95-116, (“First Number Portability Order”) Issued July 2, 1996.

1 cations carriers to rely on databases or other network facilities or services  
2 provided by other telecommunications carriers to route calls to the terminating  
3 destination. In addition, service quality and network reliability should be  
4 maintained when number portability is implemented and when customers switch  
5 carriers.

6

7 Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING BELL SOUTH'S  
8 COMPLIANCE WITH THIS CHECKLIST ITEM?

9

10 A. In its Louisiana II Order, the FCC found that BellSouth failed to provide  
11 persuasive evidence that it meets this requirement. (¶ 276). The FCC found that  
12 more detailed performance data was required to demonstrate that BellSouth  
13 coordinates the provisioning of interim number portability with the provisioning  
14 of unbundled loops. (¶ 283).

15

16 The FCC also found that "BellSouth is engaging in, and the Louisiana  
17 Commission has approved, practices that may not comply with the FCC's pricing  
18 rules and competitive neutrality guidelines, such as assessing all the incremental  
19 costs of interim number portability on the competitive LEC, and not sharing the  
20 terminating access revenue from calls to ported numbers." (Louisiana II Order, at  
21 ¶ 289).

22

23 In its Louisiana II Order, the FCC referenced its *Third Number Portability*  
24 *Order*, that instituted rules to allow an ILEC to recover its permanent LNP costs  
25 in two federally tariffed charges: 1) a monthly end-user charge to take effect no

1 earlier than February 1, 1999, that lasts no longer than five years, and 2) an inter-  
2 carrier charge for query-services that ILECs provide other carriers. The FCC  
3 found that “BellSouth has recently filed its long-term number portability query  
4 tariff, which is the subject of a pending Commission tariff investigation, and any  
5 end-user charge it tariffs with the Commission will take effect no earlier than  
6 February 1999.” (§ 294).

7  
8 Finally, the FCC concluded that in any future application for in-region  
9 interLATA authority under Section 271, BellSouth must demonstrate that it is  
10 complying with the FCC’s rules on the pricing of interim and long-term number  
11 portability. (Louisiana II Order, at §§ 289, 294).

12  
13 Q. HAS BELLSOUTH ADDRESSED THE FCC’S CONCERNS?

14  
15 A. Yes. BellSouth’s performance data will demonstrate nondiscriminatory  
16 provisioning and coordination of LNP, and unbundled loop requests. In  
17 accordance with the FCC’s Third Number Portability Order,<sup>15</sup> BellSouth has an  
18 approved tariff for the end user line charge and the query charge. The testimony  
19 of Mr. Milner, and the affidavit of Mr. Davis, attached to Mr. Milner’s  
20 testimony, provides more detail on BellSouth’s compliance with this checklist  
21 item.

22  
23 Q. WHAT HAS CHANGED SINCE THE FCC’S 1998 ORDER?

24  
25 <sup>15</sup> *Third Report and Order in CC Docket No. 95-116* (“Third Number Portability Order”), Issued May 12, 1998.

1

2 A. The FCC has mandated that BellSouth and all facilities-based CLECs implement  
3 LNP in designated metropolitan statistical areas (“MSAs”) in the BellSouth  
4 region. Implementation was completed in BellSouth’s share of the top 100  
5 MSAs by December 31, 1998. For areas outside the top 100 MSAs, ILECs must  
6 provide LNP within six (6) months of a BFR by a CLEC to do so. Additional  
7 details regarding BellSouth’s implementation of LNP can be found in the  
8 testimony of Mr. Milner and in the affidavit of Mr. Dennis Davis, attached to Mr.  
9 Milner’s testimony.

10

11 Q. WHAT ARE THE FCC’S REQUIREMENTS REGARDING CONVERSION  
12 FROM INP TO LNP?

13

14 A. In its Second Number Portability Order<sup>16</sup> (¶ 16) and in Rule 47 CFR 52.27(d),  
15 the FCC states, “LECs must discontinue using transitional number portability  
16 methods in areas where a long-term number portability method has been  
17 implemented.” This statement was in response to concerns expressed by GTE  
18 that CLECs might want to continue using interim LNP, even after permanent  
19 LNP is available (Id., ¶ 15). The FCC made it clear that all telecommunications  
20 service providers must convert to permanent LNP, once available.

21

22 Q. WAS THERE A TRANSITION PERIOD FOR CONVERSION FROM INP TO  
23 LNP?

24

---

25 <sup>16</sup> *Second Memorandum Opinion and Order on Reconsideration in CC Docket 95-116* (“Second Number Portability Order”), Issued October 20, 1998.

1

2 A. Yes. Through industry committees, agreement was reached between BellSouth  
3 and participating CLECs that all interim number portability arrangements in the  
4 original 100 MSAs would be targeted to convert to permanent number  
5 portability within 90 days after the end date for LNP in a given MSA. This  
6 conversion period was subsequently extended to 120 days to provide CLECs  
7 additional time to convert from INP to LNP.

8

9 Q. WHERE DOES BELL SOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
10 TO PROVIDE THIS CHECKLIST ITEM?

11

12 A. BellSouth's interconnection agreements and SGAT describe BellSouth's  
13 provisioning of number portability. See Exhibit JAR-3 for interconnection  
14 agreement and SGAT references.

15

16 Q. WHAT DOES BELL SOUTH REQUEST OF THE AUTHORITY IN REGARD  
17 TO CHECKLIST ITEM NO. 11?

18

19 A. BellSouth requests that the Authority find that BellSouth, as demonstrated by  
20 BellSouth's filings in this proceeding, is in compliance with checklist item 11.  
21 BellSouth provides INP and LNP consistent with the Act and the FCC's  
22 regulations. Additionally, BellSouth has an approved tariff for the end user line  
23 charge and the query charges. Therefore, the Authority should find BellSouth  
24 in compliance with checklist item 11.

25

1 **CHECKLIST ITEM NO. 12: DIALING PARITY**

2

3 Q. WHAT ARE THE REQUIREMENTS OF THE ACT WITH REGARD TO  
4 DIALING PARITY?

5

6 A. Section 251(b)(3) of the Act addresses the responsibility of the ILEC to provide  
7 dialing parity by defining it as “[t]he duty to provide dialing parity to  
8 competing providers of telephone exchange service and telephone toll service,  
9 and the duty to permit all such providers to have nondiscriminatory access to  
10 telephone numbers, operator services, directory assistance, and directory listing,  
11 with no unreasonable dialing delays.”

12

13 Q. WHAT ARE THE FCC RULES REGARDING LOCAL DIALING PARITY?

14

15 A. FCC Rule 51.205 requires a LEC to provide local dialing parity to competing  
16 providers with no unreasonable dialing delays. Dialing parity shall be provided  
17 for all services that require dialing to route a call. Rule 51.207 states that a LEC  
18 shall permit telephone exchange service customers within a local calling area to  
19 dial the same number of digits to make a local call, notwithstanding the identity  
20 of the customer’s or the called party’s telecommunications service provider.

21

22 In its Bell Atlantic New York Order, the FCC concluded that “[c]ustomers of  
23 competing carriers must be able to dial the same number of digits the BOC’s  
24 customers dial to complete a local telephone call. Moreover, customers of  
25 competing carriers must not otherwise suffer inferior quality service, such as



1 unreasonable dialing delays, compared to the BOC's customers." (¶ 373; *see*  
2 *also* SWBT Order-TX, ¶ 374).

3

4 Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING  
5 BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

6

7 A. In its Louisiana II Order, the FCC found that BellSouth demonstrated that "it  
8 provides nondiscriminatory access to such services as are necessary to allow a  
9 requesting carrier to implement local dialing parity in accordance with the  
10 requirements of section 251(b)(3), and thus satisfies the requirements of  
11 checklist item (xii)." (¶ 296).

12

13 Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
14 TO PROVIDE THIS CHECKLIST ITEM?

15

16 A. BellSouth's interconnection agreements, as well as its SGAT, provide for local  
17 dialing parity. See Exhibit JAR-3 for interconnection agreement and SGAT  
18 references. There is no charge for local dialing parity beyond the charges for  
19 the facilities and services otherwise used by the CLEC.

20

21 Q. WHAT DOES BELLSOUTH REQUEST OF THE AUTHORITY IN REGARD  
22 TO CHECKLIST ITEM NO. 12?

23

24 A. The FCC previously found BellSouth to be in compliance with this checklist  
25 item. BellSouth's actions and performance are consistent with its previous

1 showing, and nothing material has changed since 1998 that should cause the  
2 Authority to reach a different conclusion than the FCC reached in its Louisiana  
3 II Order. BellSouth provides dialing parity to CLECs in Tennessee on terms  
4 and conditions that are the same for Tennessee as those found to be compliant  
5 by the FCC in Louisiana. For these reasons, BellSouth requests that the  
6 Authority find BellSouth compliant with checklist item 12.

7

8 **CHECKLIST ITEM NO. 13: RECIPROCAL COMPENSATION**

9

10 Q. WHAT DOES THE ACT REQUIRE WITH RESPECT TO RECIPROCAL  
11 COMPENSATION?

12

13 A. Section 251(b)(5) of the Act requires local exchange carriers to enter into  
14 reciprocal compensation arrangements for the transport and termination of  
15 telecommunications. Section 252(d)(2) of the Act establishes a standard for just  
16 and reasonable prices for reciprocal compensation such that each carrier  
17 receives mutual and reciprocal recovery of costs associated with the transport  
18 and termination on each carrier's facilities of calls that originate on the network  
19 facilities of the other carrier. The rates shall be set on the basis of a reasonable  
20 approximation of the additional costs of terminating such calls.

21

22 Q. WHAT ARE THE FCC'S RULES AND REQUIREMENTS REGARDING  
23 THIS CHECKLIST ITEM?

24

25 A. Reciprocal compensation applies to telecommunications traffic, which is

1 defined by the FCC in its April 27, 2001 Order as:<sup>17</sup>

2

3 (1) Telecommunications traffic exchanged between a LEC and a  
4 telecommunications carrier other than a Commercial Mobile Radio  
5 Service (“CMRS”) provider, except for telecommunications traffic  
6 that is interstate or intrastate exchange access, information access, or  
7 exchange services for such access (see FCC 01-131, paras. 34, 36,  
8 39, 42-43); or

9 (2) Telecommunications traffic exchanged between a LEC and a CMRS  
10 provider that, at the beginning of the call, originates and terminates  
11 within the same Major Trading Area, as defined in § 24.202(a) of  
12 this chapter. [Amended FCC Rule 51.701(b)(1) and (2)].

13

14 Amended FCC Rule 51.701(e) defines a reciprocal compensation arrangement  
15 as “one in which each of the two carriers receives compensation from the other  
16 carrier for the transport and termination on each carrier’s network facilities of  
17 telecommunications traffic that originates on the network facilities of the other  
18 carrier.”

19

20 Q. HOW HAS THE FCC ADDRESSED THE AFFECT THAT A CARRIER’S  
21 POSITION CONCERNING PAYMENT OF RECIPROCAL  
22 COMPENSATION ON INTERNET-BOUND TRAFFIC HAS ON ITS  
23 COMPLIANCE WITH THIS CHECKLIST REQUIREMENT?

24

25 <sup>17</sup> *Order on Remand and Report and Order in the matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic*, CC Dockets 96-98 and 99-68, Released April 27, 2001, (“Intercarrier Compensation Order”).

1

2 A. The FCC has been clear that intercarrier compensation for traffic bound for  
3 Internet Service Providers (“ISPs”) is not relevant to demonstrating compliance  
4 with this checklist item. For example, in its *Bell Atlantic New York Order*, the  
5 FCC noted that “[i]nter-carrier compensation for ISP-bound traffic, however, is  
6 not governed by section 251(b)(5), and, therefore, is not a checklist item.” (¶  
7 377).

8

9 Further, in its *SWBT Order-TX*, the FCC, in addressing Allegiance’s concerns  
10 regarding inter-carrier compensation for ISP-bound traffic, the FCC concluded  
11 that “[b]ecause Allegiance does not allege that SWBT fails this checklist item,  
12 and also because this issue i[s] before us again due to the court’s remand, we do  
13 not address it in the context of a 271 application.” (¶ 386).

14

15 Also, in its *SWBT Order-KS/OK*, the FCC once again confirmed its prior  
16 position regarding reciprocal compensation for ISP-bound traffic. The FCC  
17 stated that “[u]nder a prior Commission order, ISP-bound traffic is not subject  
18 to the reciprocal compensation provisions of section 251(b)(5) and 252(d)(2);  
19 therefore, as we stated in our *Bell Atlantic New York Order*, whether a carrier  
20 pays such compensation is irrelevant to checklist item 13.” (¶ 251).

21

22 Finally, as determined by the FCC in its *Inter-carrier Compensation Order*,  
23 intercarrier compensation for traffic delivered to enhanced service providers  
24 (which includes traffic delivered to Internet Service Providers), is not subject to  
25 the reciprocal compensation provisions of section 251(b)(5). BellSouth will

1 treat such traffic consistent with the requirements for compensation set forth in  
2 the Intercarrier Compensation Order.

3

4 Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING  
5 BELLSOUTH'S COMPLIANCE WITH THIS CHECKLIST ITEM?

6

7 A. In its Louisiana II Order, the FCC found that BellSouth demonstrated that it (1)  
8 has reciprocal compensation arrangements in accordance with section 252(d)(2)  
9 in place, and (2) is making all required payments in a timely fashion. (¶ 299).

10

11 Q. WHERE DOES BELLSOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
12 TO PROVIDE THIS CHECKLIST ITEM?

13

14 A. Reciprocal compensation arrangements are provided for in BellSouth's  
15 interconnection agreements, as well as through its SGAT. See Exhibit JAR-3  
16 for interconnection agreement and SGAT references.

17

18 Q. WHAT DOES BELLSOUTH REQUEST OF THE AUTHORITY IN REGARD  
19 TO CHECKLIST ITEM NO. 13?

20

21 A. The FCC previously found BellSouth to be in compliance with this checklist  
22 item. According to the FCC, intercarrier compensation for traffic bound for  
23 ISPs is not relevant to demonstrating compliance with this checklist item.  
24 BellSouth's actions and performance are consistent with its previous showing,  
25 and nothing material has changed since 1998 that should cause the Authority to

1 reach a different conclusion than the FCC reached in its Louisiana II Order.  
2 BellSouth provides reciprocal compensation arrangements to CLECs in  
3 Tennessee at terms and conditions that are the same as those found to be  
4 compliant by the FCC in Louisiana. For these reasons, BellSouth requests that  
5 the Authority find BellSouth compliant with checklist item 13.

6

7 **CHECKLIST ITEM NO. 14: RESALE**

8

9 Q. WHAT DOES THE ACT REQUIRE WITH RESPECT TO RESALE?

10

11 A. Section 251(c)(4) of the Act describes the duty of an ILEC to offer  
12 telecommunications services for resale at wholesale rates and not to prohibit or  
13 impose unreasonable or discriminatory conditions or limitations on such resold  
14 services. A State commission, however, can prohibit a CLEC from reselling a  
15 service to one category of subscribers that is available at retail to a different  
16 category of subscribers. An example is the prohibition against reselling  
17 residential basic local exchange service to business customers at the lower  
18 residential rate.

19

20 Section 252(d)(3) of the Act describes the pricing standard for resold services.  
21 The Act describes an “avoided cost” standard such that wholesale rates are  
22 determined on the basis of retail rates excluding that portion of marketing,  
23 billing, collection and other costs that will be avoided by the local exchange  
24 carrier.

25

1 Q. WHAT ARE THE FCC’S RULES AND REQUIREMENTS REGARDING  
2 THIS CHECKLIST ITEM?

3

4 A. In its Bell Atlantic New York Order, the FCC reiterated its conclusions from the  
5 Local Competition First Report and Order, stating that “[m]ost significantly,  
6 resale restrictions are presumed to be unreasonable unless the LEC ‘proves to  
7 the state commission that the restriction is reasonable and nondiscriminatory.’”  
8 (§ 379).

9

10 In its SWBT Order-TX, the FCC found SWBT to be in compliance with this  
11 checklist item because it commits to making its retail services, including  
12 customer specific arrangements, available to competing carriers at wholesale  
13 rates. (§ 388). Moreover, according to the FCC, SWBT made such services  
14 available to CLECs “without unreasonable or discriminatory conditions or  
15 limitations,” meaning that SWBT offers CLECs services identical to the  
16 services it provides to its retail customers for resale and permits the CLEC to  
17 resell those services to the same customer groups in the same manner. (§ 389).

18

19 In its SWBT Order-KS/OK, the FCC addressed commenters’ claims that the  
20 FCC should allow customers in long-term contracts to switch to competing  
21 carriers without termination liabilities. The FCC confirmed, “in the *Bell*  
22 *Atlantic New York Order* and the *SWBT Texas Order*, we determined that  
23 although termination liabilities could, in certain circumstances, be unreasonable  
24 or anticompetitive, they do not on their face cause a carrier to fail checklist item  
25 14.” (§ 253). Indeed, in its UNE Remand Order, the FCC stated that “any

1 substitution of unbundled network elements for special access would require the  
2 requesting carrier to pay any appropriate termination penalties required under  
3 volume or term contracts.” (footnote 985).

4

5 Q. WHAT HAS THE FCC PREVIOUSLY RULED REGARDING  
6 BELL SOUTH’S COMPLIANCE WITH THIS CHECKLIST ITEM?

7

8 A. In its Louisiana II Order, the FCC concluded that “but for deficiencies in its  
9 OSS systems described above, BellSouth demonstrates that it makes  
10 telecommunication services available for resale in accordance with sections  
11 251(c)(4) and 252(d)(3). Thus, but for these [OSS] deficiencies, BellSouth  
12 satisfies the requirements of checklist item (xiv).” (§ 309).

13

14 Q. HAS BELL SOUTH ADDRESSED THE FCC’S CONCERNS?

15

16 A. Yes. As described under checklist item 2, BellSouth provides  
17 nondiscriminatory access to OSS for resale. Further, BellSouth provides the  
18 necessary performance data to allow the Authority and the FCC to determine  
19 that BellSouth is offering its tariffed retail telecommunications services to other  
20 telecommunications carriers for resale to their end users.

21

22 Q. WHERE DOES BELL SOUTH DEMONSTRATE ITS LEGAL OBLIGATION  
23 TO PROVIDE THIS CHECKLIST ITEM?

24

25



1 A. Through BellSouth's agreements and SGAT, BellSouth offers its tariffed retail  
2 telecommunications services to other telecommunications carriers for resale to  
3 their end user customers. A CLEC may resell BellSouth's tariffed retail  
4 telecommunications services subject to the terms and conditions specifically set  
5 forth in approved agreements and in BellSouth's SGAT. See Exhibit JAR-3 for  
6 agreement and SGAT references.

7  
8 In keeping with the Authority's Second and Final Order of Arbitration  
9 Awards<sup>18</sup>, issued January 23, 1997, and with BellSouth's agreements and  
10 SGAT, the following terms and conditions apply to the resale of certain  
11 services:

- 12
- 13 1. Promotions. Retail promotions offered for ninety (90) days or less will  
14 be excluded from resale. Promotions of more than ninety (90) days will  
15 be made available for resale at the stated tariff rate less the wholesale  
16 discount, or at the promotional rate. The promotional rate offered by  
17 BellSouth will not be discounted further by the wholesale discount rate.  
18 These promotions may only be offered to customers who would qualify  
19 for the promotion if they received it directly from BellSouth.
  - 20 2. Grandfathered or Obsoleted. Grandfathered and obsoleted services are  
21 available for resale. These services may only be offered to subscribers

22  
23 <sup>18</sup> *Before the Tennessee Regulatory Authority, Second and Final Order on Arbitration Awards, In the*  
24 *Matter of the Interconnection Agreement Negotiation Between AT&T Communications of the South*  
25 *Central States, Inc. and BellSouth Telecommunications, Inc.* Docket No. 96-01152, Issued July 23, 1997;  
and *In the Matter of the Petition of MCI Telecommunications Corporation for Arbitration of Certain*  
*Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning*  
*Interconnection and Resale Under the Telecommunications Act of 1996*, Docket No. 96-01271, Issued  
July 23, 1997.

- 1 who have already been grandfathered or currently receive obsoleted  
2 services. These services may not be resold to a different group(s) or a  
3 new group(s) of subscribers.
- 4 3. 911/E911. These services are available for resale.
- 5 4. LifeLine or LinkUp. These services are available for resale and may be  
6 resold only to subscribers who meet the criteria that BellSouth currently  
7 applies to subscribers of these services.
- 8 5. Contract Service Arrangements (“CSAs”). CSAs are available for resale  
9 and may be resold to the specific BellSouth end user for whom the CSA  
10 was constructed or to similarly situated end users. End users are  
11 similarly situated if their quantity of use and length of contract, and the  
12 rates, terms and conditions of service, are the same. If a reseller  
13 assumes all of the terms and conditions of a CSA no termination charges  
14 will apply to the end user upon the assumption of the CSA.
- 15 6. Cross-Class Selling. Cross-class selling is a permissible restriction on  
16 the services available for resale.

17  
18  
19 Q. WHAT WHOLESALE DISCOUNT RATE DOES BELL SOUTH APPLY TO  
20 ITS RETAIL SERVICES?

21  
22 A. In Attachment 1 of its interconnection agreements and in Attachment H of its  
23 SGAT, (*see* Exhibit JAR-5), BellSouth offers the Authority-approved wholesale  
24 discount of 16% for residential and business services (or a wholesale discount  
25 of 21.56% when the CLEC provides its own operator services) in Tennessee.

1 Discount rates apply to all tariffed recurring and non-recurring and local and  
2 intrastate toll retail (telecommunications) offerings except as discussed  
3 previously. Although not required to do so by the Authority, BellSouth will  
4 apply the wholesale discount to nonrecurring charges associated with resold  
5 services.

6

7 Q. WHAT DOES BELL SOUTH REQUEST OF THE AUTHORITY IN REGARD  
8 TO CHECKLIST ITEM NO. 14?

9

10 A. BellSouth requests that the Authority find that BellSouth, as demonstrated by  
11 BellSouth's filings in this proceeding, is in compliance with checklist item 14.  
12 Consistent with the Authority's previous rulings, BellSouth provides CLECs  
13 with access to its telecommunications services for resale and does not impose  
14 unreasonable or discriminatory conditions or limitations on the services. As  
15 such, CLECs are able to resell the same services that BellSouth provides to its  
16 own retail customers. For these reasons, the Authority should find BellSouth in  
17 compliance with checklist item 14.

18

19 **OTHER ISSUES RELATED TO CHECKLIST ITEMS**

20

21 Q. BY WHAT MEANS CAN A CLEC OBTAIN UNES, INTERCONNECTION  
22 AND RESALE FROM BELL SOUTH?

23

24 A. There are several options available to a CLEC that wishes to interconnect with  
25 BellSouth for resale or for access to UNES. A CLEC may obtain services via

1 BellSouth's SGAT. A CLEC may choose to adopt another CLEC's Authority-  
2 approved agreement in its entirety. A CLEC may choose to negotiate specific  
3 terms and conditions for certain functions. Finally, BellSouth makes available  
4 to CLECs specific provisions of agreements with other telecommunications  
5 carriers as required under Section 252(i) of the Act.

6

7 In accordance with the FCC's Rule 51.809, BellSouth, through its Most Favored  
8 Nations ("MFN") clause (also known as "pick and choose"), makes available to  
9 CLECs any individual interconnection, service, or network element contained in  
10 any interconnection agreement it has negotiated or arbitrated with another party  
11 under the same rates, terms and conditions contained in that agreement. The  
12 CLEC must, however, also adopt any rates, terms and conditions that are  
13 legitimately related to or were negotiated in exchange for or in conjunction with  
14 the portion of the agreement being adopted.

15

16 BellSouth is not obligated to provide this "pick and choose" option when it can  
17 demonstrate that the costs of providing the interconnection, service or element  
18 to a carrier are greater than the costs of providing it to the carrier that originally  
19 negotiated the agreement, or when provision of the interconnection, service or  
20 element to the requesting carrier is not technically feasible.

21

22 Further, BellSouth does not permit a CLEC to adopt an agreement that has less  
23 than six months remaining before the agreement is due to expire. BellSouth  
24 believes this policy is reasonable given the Act's requirement that a petition for  
25 arbitration of unresolved issues must be filed no more than 160 days after a

1 request for negotiation is received. Should a CLEC adopt an agreement with  
2 less than six months remaining, there would not be adequate time in which to  
3 begin negotiations for a new agreement and to complete the Section 252 process  
4 before the agreement the CLEC wishes to adopt expires. BellSouth's policy is  
5 consistent with FCC Rule 51.809.

6

7 Q. PLEASE ADDRESS THE BFR PROCESS THAT BELL SOUTH PROVIDES  
8 IN ADDITION TO ITS AGREEMENTS AND ITS SGAT.

9

10 A. To the extent a competitor desires access to a network element, interconnection  
11 option, or to the provisioning of any service or product for which specific  
12 contractual terms are not already available, the competitor may submit a written  
13 BFR to BellSouth. A BFR should identify specifically the requested service  
14 date, technical requirements, space requirements and/or such specifications that  
15 clearly define the request so that BellSouth has sufficient information to analyze  
16 the request and prepare a response. The request should also identify whether it  
17 is made pursuant to the Act or solely pursuant to the needs of the CLEC's  
18 business plan. If BellSouth is not obligated under the Act to provide the  
19 requested element or service, BellSouth will first evaluate whether it will  
20 provide the requested capability. If BellSouth decides to offer the capability,  
21 the remainder of the Request Process period is used to identify and  
22 communicate the necessary requirements, including an implementation schedule  
23 and price.

24

25

1 The BFR process establishes procedures and timeframes for requests so that  
2 each party fully understands the progress of each request. For example, the  
3 BFR process requires BellSouth to acknowledge in writing, within two business  
4 days, its receipt of the BFR, and further requires BellSouth to identify a single  
5 point of contact for that request. In most cases, BellSouth will provide a  
6 preliminary analysis of the request within 30 days of its receipt. Where this is  
7 not possible, BellSouth and the CLEC will agree upon a mutually acceptable  
8 date. As soon as feasible, but not more than 90 days after it is authorized by the  
9 CLEC to proceed with development of the BFR quote, BellSouth will provide  
10 the requesting CLEC a quote that will include at least a description of the item,  
11 its availability, the applicable rates and the installation intervals. The requesting  
12 party then has 30 days to notify BellSouth of its acceptance or rejection of the  
13 proposal.

14

15 The BFR process is described in Attachment B of BellSouth's SGAT, (*see*  
16 Exhibit JAR-5), and in BellSouth's agreements.

17

18 **PART V: SUMMARY AND CONCLUSION**

19

20 Q. PLEASE SUMMARIZE YOUR TESTIMONY.

21

22 A. In my testimony, I have described BellSouth's compliance with the  
23 requirements of the Act, with the FCC's Rules, with the Authority's rules and  
24 with prior decisions regarding an ILEC's entry into the long distance market.

25

1 The fact that CLECs now serve over 343,500 of the total local access lines in  
2 BellSouth's Tennessee exchanges proves that BellSouth's markets are open to  
3 any CLEC that wishes to provide local service. BellSouth has satisfied the  
4 obligations imposed on it by Congress, the FCC, and the Authority. BellSouth  
5 has negotiated agreements in good faith with its competitors to provide  
6 equitable local interconnection and wholesale services. BellSouth also makes  
7 its agreements and the SGAT available to any competitor who wishes to enter  
8 the telecommunications market in Tennessee.

9  
10 BellSouth has demonstrated that it has a concrete and specific legal obligation  
11 to furnish each of the items covered by the fourteen-point competitive checklist.  
12 Through Authority-approved agreements, BellSouth is currently furnishing, or  
13 is ready to furnish, each checklist item in quantities that competitors may  
14 reasonably demand and at an acceptable level of quality. Competition in the  
15 local exchange telecommunications market in Tennessee is well established,  
16 broad-based and irreversible.

17  
18 Based on this testimony, the testimony of the other BellSouth witnesses, and  
19 BellSouth's performance, BellSouth asks the Authority to do the following:

- 20 1) rule that BellSouth has met the requirements of Track A;
- 21 2) affirm that BellSouth has met the requirements of the fourteen-point  
22 competitive checklist through agreements it has with CLECs  
23 operating in Tennessee; and
- 24 3) find that BellSouth's SGAT meets the requirements of the Act.

25

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2

3 A. Yes, this concludes my testimony.

4 (# 396712)

5

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AFFIDAVIT

STATE OF GEORGIA

COUNTY OF FULTON

BEFORE, ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared John A. Ruscilli- Senior Director-State Regulatory, who being by me first duly sworn, deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 97-00309 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, his testimony would be as set forth in the annexed testimony consisting of 96 pages and 5 exhibit (s).

  
John A. Ruscilli

SWORN TO AND  
SUBSCRIBED BEFORE ME  
this the 20<sup>th</sup> day  
of July, 2001.

  
NOTARY PUBLIC

My Commission expires:

Notary Public, Cobb County, Georgia  
My Commission Expires June 19, 2005

# **Exhibit No. JAR - 1**

## GLOSSARY

ACRONYM	DEFINITION
ADSL	Asymmetrical Digital Subscriber Line
BFR	Bona-Fide Request
BOC	Bell Operating Carriers
CLEC	Competitive Local Exchange Carrier
CMRS	Commercial Mobile Radio Service
CNAM	Calling Name Database
CSA	Contract Service Arrangements
DA	Directory Assistance
DOJ	Department of Justice
DSL	Digital Subscriber Line
EEL	Enhanced Extended Link
FCC	Federal Communications Commission
GSST	General Subscriber Service Tariff
HDSL	High-Bit-Rate Digital Subscriber Line
IDLC	Integrated Digital Loop Carrier
ILEC	Incumbent Local Exchange Company
INP	Interim Number Portability
ISP	Internet Service Provider
IXCs	Interexchange Carriers
LIDB	Line Information Database
LNP	Long Term Number Portability
MDF	Main Distribution Frame

<b>ACRONYM</b>	<b>DEFINITION</b>
MFN	Most Favored Nations
MSA	Metropolitan Statistical Area
NANPA	North American Numbering Plan Administrator
NID	Network Interface Device
OS	Operator Services
OSS	Operational Support Systems
SGAT	Statement of Generally Available Terms and Conditions
SWBT or SBC	Southwestern Bell Telecommunications/SBC Communications
TELRIC	Total Element Long Run Incremental Cost
ULM	Unbundled Loop Modification
UNE	Unbundled Network Element
UNE-P	Unbundled Network Element - Platform
XDSL	"X" Digital Subscriber Line

## **Exhibit No. JAR - 2**

**BELLSOUTH PROCEEDINGS BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

In 1995, the Tennessee General Assembly passed landmark legislation dramatically altering the regulation of the telecommunications industry and opening up that industry to tremendous opportunities for competition. This legislation became effective on June 6, 1995. The Tennessee Regulatory Authority ("TRA" or "Authority") approved its first competing telecommunication services provider ("CTSP") certificates in the Fall of 1995 and conducted its first interconnection arbitrations in the Fall of 1996. The TRA has taken its responsibilities under the Telecommunications Act of 1996 and the Tennessee Telecommunications Act of 1995 very seriously and has devoted enormous time and resources to implementing the Act's requirements in Tennessee. In addition to conducting numerous interconnection arbitrations between CTSPs and BellSouth over the last five years, the TRA has also conducted several generic proceedings. The following is a description of some of the key proceedings undertaken by the TRA:

**I. INTERCONNECTION ARBITRATIONS**

**TRA Dkt. No.                      Style of Case**

A    96-01152                      Interconnection Agreement Negotiations Between  
AT&T of the South Central States, Inc. and BellSouth  
Telecommunications, Inc. Pursuant to 47 U.S.C. § 252.

**Summary**

In its first interconnection arbitration, the TRA issued a 41 page First Order of Arbitration Awards on November 25, 1996 and a 63 page Second and Final Order of Arbitration Awards on January 23, 1997 to resolve some 31 issues. Some of the important issues addressed in this Order included: identifying services provided by BellSouth that should be excluded from resale; terms and conditions to be applied to the resale of BellSouth services; standards for performance metrics; service restoration and quality assurance related to services provided by BellSouth for resale and for network elements provided to AT&T by BellSouth; the development of real-time and interactive access via electronic interfaces for unbundled network elements as requested by AT&T to perform pre-ordering, ordering, provisioning, maintenance/repair and billing functions; providing access for AT&T to BellSouth's directory assistance database; identifying what should be considered to be network elements, capabilities or functions and, if so, was it technically feasible for BellSouth to provide these elements to competitive local providers; should AT&T be allowed to combine unbundled network elements in any manner it chooses; must BellSouth make its rights-of-way, poles, ducts and conduits available to AT&T on terms and conditions equal to that which it provides itself; number portability solutions; and interim rates for unbundled network elements. The interconnection agreement between BellSouth and AT&T was submitted to the TRA on February 24, 1997 in accordance with the TRA's Second and Final Order of Arbitration Awards entered on January 23, 1997 and the TRA approved the interconnection agreement on April 29, 1997 to be effective as of February 24, 1997.

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B	96-01223	Petition of Brooks Fiber Communications of Tennessee, Inc. for Arbitration of the Rates, Terms and Conditions of Interconnection with BellSouth Telecommunications, Inc., Pursuant to Section 252(b) of the Telecommunications Act of 1996	On August 6, 1996 Brooks Fiber filed its Petition for Arbitration with BellSouth consisting of 4 issues. On September 4, 1996 Brooks Fiber filed a Motion to Consolidate the arbitration with the AT&T, MCI and ASCI arbitration. The TRA granted the Motion to Consolidate on September 27, 1996. The Brooks Fiber Interconnection Agreement was approved by the TRA on December 3, 1996 and an Amendment relating to the AT&T arbitration was approved on October 21, 1997.
C	99-00430	Petition of Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996	On June 11, 1999 ITC^DeltaCom filed its Petition for Arbitration. The petition contained 73 issues, including sub-issues. Several issues were resolved at the Pre-Arbitration Conference held on August 4, 1999, leaving 17 issues open for resolution. The TRA heard testimony related to the issues at a three-day hearing held from November 1, 1999 until November 3, 1999. The Arbitrators resolved many of the issues, but requested final best offers on 4 remaining issues in its Interim Order of Arbitration Award on August 11, 2000. The TRA adopted ITC^DeltaCom's final best offer and requested the parties to resubmit final best offers as to 1 outstanding issue in its Second Interim Order of Arbitration Award dated August 31, 2000. The Arbitrators deliberated all outstanding matters on February 6, 2001 and the TRA issued its Final Order of Arbitration on February 23, 2001. BellSouth filed a Motion for Reconsideration and Clarification on March 12, 2001 and the TRA granted BellSouth's Motion by order dated April 25, 2001. On April 25, 2001 the parties jointly filed a Petition for Approval of the Interconnection Agreement. The TRA's Staff submitted Data Requests on May 25, 2001 and June 6, 2001. The TRA approved this agreement on June 26, 2001.
D	98-00834	Petition by e.spire Communications, Inc. and American Communication Services of Nashville, Inc., for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996	On November 25, 1998, e.spire filed a petition for arbitration seeking renegotiation of its existing agreement with BellSouth. On December 11, 1998, e.spire and Intermedia Communications, Inc. ("Intermedia") filed a joint motion seeking to consolidate this arbitration proceeding with the Intermedia arbitration. At the TRA's Conference on January 19, 1999, the TRA unanimously approved e.spire's Petition for Arbitration. However, on April 1, 1999, e.spire filed a letter stating that an agreement had been reached with BellSouth to settle and withdraw its

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		<p>Petition for Arbitration with the TRA. The TRA granted the Withdrawal of the Petition for Arbitration on August 13, 1999. The TRA approved the e-spire Interconnection Agreement on November 7, 2000.</p>
E	99-00377	<p>Petition by ICG Telecom Group, Inc. For Arbitration of an Interconnection Agreement With BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996</p> <p>On May 27, 1999 ICG filed a Petition for Arbitration with BellSouth. The TRA heard this arbitration on November 22, 1999 and publicly deliberated the matter on March 14, 2000. Prior to the start of the deliberations, the parties informed the Arbitrators that all of the issues raised in the petition had been resolved except for Issue 4, involving the provision of enhanced extended loops and Issue 11, involving BellSouth's reliance on ICG's binding forecasts. On August 4, 2000 the Authority entered a Final Order of Arbitration. The parties were not able to agree on language for Issues 4 and 11 and on August 31, 2000 both parties filed documents containing proposed contract language regarding these two issues. On November 27, 2000 the TRA issued a Clarification of Final Order of Arbitration.</p>
F	99-00948	<p>Petition for Arbitration of the Interconnection Agreement between BellSouth Telecommunications, Inc. and Intermedia Communications, Inc. pursuant to Section 252 (b) of the Telecommunications Act of 1996.</p> <p>On December 7, 1999, BellSouth filed its Petition for arbitration of the interconnection agreement with Intermedia Communications, Inc. pursuant to Section 252 of the Federal Telecommunications Act of 1996. At the January 26, 2000 Conference, a Pre-hearing Officer was appointed. A Pre-hearing Conference was held on March 2, 2000. The Report and Recommendation of the Pre-Hearing Officer was issued on March 6, 2000. The Directors accepted the the Pre-Hearing Officer's Report at the March 14, 2000 Authority Conference. The parties participated in mediation on April 19, 2000. The Arbitrators conducted a hearing in this matter on September 19-20, 2000. As a result of these three events, the parties resolved all but 19 issues. The Arbitrators deliberated the merits of all outstanding issues, except issue 48, which relates to Performance Measurements on February 6, 2001. The TRA issued an Interim Order of Arbitration Award resolving all the remaining issues between the parties with the exception of Issue 48 on June 25, 2001. The parties continued to participate in interconnection negotiations and entered into a Combination Interconnection Agreement so as to allow for the immediate conversion of Intermedia's special access circuits to EELs by BellSouth. The TRA approved the Combination Interconnection Agreement on November 21,</p>



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2000.

G     96-01271     Petition by MCI for Arbitration of Certain Terms  
and Conditions of a Proposed Agreement with  
BellSouth Telecommunications, Inc. concerning  
Interconnection and Resale under the  
Telecommunications Act of 1996.

On August 16, 1996, MCI filed its petition for arbitration with the TRA, pursuant to the Federal Telecommunications Act of 1996. An arbitration hearing was held on October 21-23, 1996, during which time MCI and BellSouth presented testimony in support of their respective positions. On November 14, 1996, the TRA rendered its decision on the issues presented in the arbitration proceedings and directed the parties to submit Final Best Offers on all unresolved issues by November 26, 1996. On November 25, 1996, the TRA issued its written "First Order of Arbitration Awards" memorializing its decision previously announced on November 14, 1996. The TRA, on December 3, 1996, held an arbitration conference to consider the Final Best Offers submitted. On January 23, 1997, the TRA entered its Second and Final Order of Arbitration Awards. On May 6, 1997, the TRA approved the MCI/BellSouth Interconnection Agreement. MCI filed a Complaint for Declaratory and Injunctive Relief in the United States District Court under 47 U.S.C. § 252(e)(6) of the Act. At a status conference held on May 12, 2000 the United States District Court found that in light of pending arbitration and other proceedings before the TRA, that the action should be closed.

H     98-00123     Petition of NEXTLINK Tennessee, L.L.C. for  
Arbitration of an Interconnection Agreement with  
BellSouth Telecommunications, Inc. Pursuant to 47  
U.S.C. § 252.

On February 24, 1998, NEXTLINK filed a petition requesting that the TRA arbitrate certain issues that NEXTLINK and BellSouth had been unable to resolve through voluntary negotiation. BellSouth and NEXTLINK agreed to extend the statutory time limit for arbitration to November 20, 1998. The Directors served as Arbitrators for this matter. After several pre-arbitration conferences, a public hearing was held before the Arbitrators on August 24 and August 25, 1998. On October 6, 1998, the Arbitrators deliberated on the merits of this matter and determined that some issues or aspects of those issues should be resolved through the use of Final Best Offers. The parties filed their Final Best Offers on October 21, 1998. BellSouth filed a reply to NEXTLINK's Final Best Offers on October 30, 1998. Hearings were held on August 24-25, 1998. On May 18, 1999, the TRA rendered its Final Order of Arbitration Award. The parties jointly filed the Interconnection Agreement with the TRA on November 5, 1999. At a hearing held on March 28, 2000, the TRA approved the Interconnection Agreement and denied

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BellSouth's Motion to reject certain provisions of the Interconnection Agreement. On April 24, 2000 BellSouth filed a Motion for Clarification concerning reciprocal compensation for ISP traffic. The TRA issued an order on August 29, 2000 denying BellSouth's Motion for Clarification. On September 28, 2000 BellSouth filed a Complaint and Petition for Judicial Review in the United States District Court. On May 4, 2001 BellSouth filed a Notice of FCC Order and included a notice that the parties settled all remaining issues. On May 31, 2001 the United States District Court issued an Order dismissing the appeal.

I      96-01411      Petition by Sprint Communications Company, L.P.  
for Arbitration of Interconnection with BellSouth  
Telecommunications, Inc. Under the  
Telecommunications Act of 1996

Sprint Communications Company L.P. ("Sprint") formally requested interconnection negotiations with BellSouth on April 15, 1996. During the negotiations, the parties identified approximately 250 issues or areas of dispute, and the parties actually resolved the vast majority (about 200) of those issues among themselves. On September 19, 1996, Sprint filed a Petition for Arbitration with the TRA which formally requested arbitration on approximately 50 issues that remained unresolved as of that date. On November 14, 1996, BellSouth and Sprint executed a Stipulation and Agreement whereby Sprint agreed to accept the outcome of AT&T and /or MCI arbitration decisions for its issues which are similar to the AT&T or MCI Issues. The stipulation covers issues such as cost and price, branding, access to unbundled network elements, and electronic system interface requirements. The arbitration conference was held on January 7, 1997. The TRA issued its Final Order of Arbitration Awards on March 26, 1997. Sprint and BellSouth jointly filed their Interconnection Agreement on November 7, 1997. The TRA approved the Interconnection Agreement on December 2, 1997.

J      99-00797      Arbitration of the Interconnection Agreement  
Between BellSouth Telecommunications, Inc. and  
Time Warner Telecom of the Mid-South, L.P.  
Pursuant to Section 252(b) of the  
Telecommunications Act of 1996

BellSouth filed its Petition for Arbitration with the TRA on October 15, 1999, requesting the TRA to arbitrate one unresolved issue resulting from negotiations between the parties in an effort to enter into a voluntary interconnection agreement. The sole issue presented for arbitration was the appropriate definition of local traffic for the purposes of the parties' reciprocal compensation obligations. The TRA issued its Final Order of Arbitration Award on August 4, 2000. The Interconnection Agreement was filed with the TRA on January 17, 2001. An Amendment to the Interconnection Agreement replacing the local traffic definition

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was filed with the TRA on April 6, 2001. The TRA approved the Interconnection Agreement and the Amendment thereto by written Order dated April 12, 2001.

**II. SECTION 271 PROCEEDING**

97-00309	BellSouth Telecommunications, Inc. Entry into Long Distance (IntraLATA) Service in Tennessee Pursuant to § 271 of the Telecommunications Act of 1996.	<p>Section 271 is a critical part of Congress's "pro-competitive, de-regulatory national policy framework" to "open telecommunications markets to competition." Congress intended to create a situation that would allow "everyone to compete in each other's business", which would bring consumers "low cost integrated service with the convenience of having only one vendor and one bill to deal with." Congress set out specific requirements for opening local markets in Sections 251-253 of the Act and made entry into long distance under 271 conditional upon the BOCs doing so. Section 271 was intended to allow a BOC to compete in the interLATA market consistent with the public interest as soon as it had opened the local exchange market. On January 16, 1998, BellSouth filed its Notice of Filing of Statement of Generally Available Terms and Conditions and draft of the application to be filed with the FCC. Thereafter, several pre-hearing conferences and technical workshops were held by the Authority. Following a discovery period and the submission of pre-filed testimony, a hearing on the merits was held on May 5-7, May 11-15, and May 27-28, 1998. On April 8, 1999, BellSouth filed a Notice of Voluntary Dismissal without Prejudice and Withdrawal of Advance Notice of Section 271 Filing ("Notice of Voluntary Dismissal"). On June 1, 1999, the Hearing Officer issued his Initial Order Accepting BellSouth's Notice of Voluntary Dismissal. At the June 8, 1999 Authority Conference, the Directors voted unanimously to accept BellSouth's Notice of Voluntary Dismissal of its Advance Notice and keep the docket open for the original purpose of conducting a formal inquiry to determine BellSouth's compliance with Section 271.</p>
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**GENERIC PROCEEDINGS**

A	00-00544	<p>Petition to Establish UNE prices for line sharing per FCC 99-335 and riser cable and terminating wire as ordered in TRA Docket No. 98-00123</p> <p>Although the Authority established many permanent UNE rates in Docket 97-01262, rates for various UNEs required by the FCC's UNE Remand Order and Line Sharing Order are currently pending before the TRA in this docket. Hearings have</p>
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been completed and the parties are awaiting a decision by the TRA. The rates established in Docket No. 00-00544 will be incorporated into the SGAT price list.

On May 9, 2000, during a regularly scheduled Authority Conference, the Directors voted unanimously to open a generic docket for the purpose of establishing permanent UNE prices for line sharing per recent orders issued by the Federal Communications Commission. The Authority also requested that all interested parties file cost studies, proposed permanent prices, and proposed terms and conditions for the line sharing, riser cable, and network terminating wire elements by June 30, 2000. Numerous parties sought to intervene in this docket. BellSouth and United/Sprint filed cost studies on June 30, 2000. On July 11, 2000, BlueStar and Covad filed a Motion to Expand Docket No. 00-00544 to Set Rates for Unbundled Copper Loops (UCLs), Loop Conditioning and Access to Loop Make-Up Information. On August 10, 2000, the Pre-Hearing Officer granted BlueStar and Covad's Motion. On August 18, 2000 BellSouth, the Data Coalition (includes BlueStar, Covad, Broadslate and Vectris); MCI and Broadslate collectively filed interim rate proposals. On August 25, 2000, BellSouth, the Data Coalition, MCI, NEXTLINK and Time Warner filed comments on the proposed interim rates. On September 5, 2000, BellSouth filed its supplemental reply. The Data Coalition filed its rebuttal comments on September 6, 2000, and BellSouth filed its surreply on September 12, 2000. The Authority issued data requests related to the UNE Remand Order elements on September 8, 2000. The Authority first considered interim rates at a regularly scheduled Authority Conference on September 26, 2000. During that Conference, the "Directors unanimously adopted interim rates for numerous elements, but declined to adopt interim rates at that time for riser cable, unbundled network terminating wire, and UNE Remand Order elements. In addition, the Authority approved and modified the terms and conditions for line sharing, riser cable, and unbundled network terminating wire proposed by BellSouth. The Authority ordered BellSouth to amend its terms and conditions to allow CLECs to purchase and provide their own splitter consistent with the FCC's Line Sharing Order. Lastly, the Authority ordered BellSouth to amend its cost studies. Hearings were held November 1, 2000. On February 5, 2001 the Authority issued its Second Order Adopting Interim Rates. The Authority

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has since issued a number of data requests regarding the studies submitted for consideration.

The purpose of the Avoidable Costs Hearing was to hear oral testimony on the issues to be decided in Docket No. 96-01331. At the Status Conference in this matter held on August 28, 1996, and the Pre-Hearing Conferences held in connection with this matter on September 5, 1996 and September 11, 1996, the Directors and the parties determined and agreed that the issues to be decided in Docket No. 96-01331 were 1) what are the appropriate wholesale rates for BellSouth or Sprint-United's retail services for resale? and 2) must appropriate wholesale rates for BellSouth's and/or Sprint-United's services subject to resale equal BellSouth's or Sprint-United's retail rates, less all direct and indirect costs related to retail functions. November 14, 1996, a hearing was held in this matter and the TRA's Final Order was issued on January 17, 1997.

At a regularly scheduled Authority Conference held on February 21, 2001, the Authority voted unanimously to open this docket to develop a common set of performance measurements, benchmarks and enforcement mechanisms to ensure that BellSouth provides nondiscriminatory access to its network elements as required by the Telecommunications Act of 1996. Concurrent with the establishment of this docket, the Authority adopted, as a base, the performance measurements, benchmarks and enforcement mechanisms ordered in the BellSouth/DeltaCom arbitration. On March 1, 2001, the Authority issued a Notice of Filing in which interested parties were invited to submit comments. On May 1, 2001, a Pre-Hearing Conference was held during which the Pre-Hearing Officer with the assistance of the parties established a procedural schedule. Pursuant to this schedule, discovery requests were to be filed by May 7, 2001; objections to discovery requests were to be filed by May 18, 2001; responses to discovery requests were to be filed by May 23, 2001; and responses to discovery requests were to be filed by June 18, 2001. Accordingly AT&T and ATM/Discount filed data requests on May 7, 2001. BellSouth filed its objections to those data requests on May 18, 2001. An Initial Order on Discovery Disputes was issued on June 15, 2001. Direct testimony was filed by all parties on July 20, 2001 and rebuttal

The Avoidable Costs of Providing Bundled Service for Resale by Local Exchange Telephone Companies

B 96-01331

Establishment of Generic Performance Measurements, Benchmarks and Enforcement Mechanisms for Bellsouth Telecommunications, Inc.

C 01-00193

**BELLSOUTH PROCEEDINGS BEFORE THE  
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D     97-01262     Petition to Convene A Contested Case  
                         Proceeding to Establish Permanent Prices for  
                         Interconnection and Unbundled Network  
                         Elements.

testimony will be filed August 10, 2001. The hearing is set for August 20-25, 2001.

The purpose of this docket is to establish cost-based prices for interconnection and unbundled network elements ("UNE's"). The TRA opened this docket as a contested case on July 15, 1997 upon the filing of a petition by BellSouth on June 23, 1997. BellSouth filed its petition as a result of the TRA adopting proxy prices for interconnection and UNEs in the arbitration proceedings between BellSouth and AT&T and BellSouth and MCI. The parties to the arbitration proceedings were to use these proxy prices in the interim period prior to approval of cost-based interconnection and UNE prices. This proceeding was divided into two phases. In Phase I, the Authority determined the adjustments for each cost model presented. The Authority conducted hearings on the issues in Phase I on November 17-21 and 24, 1997 and February 23 and 25-27, 1998. The Directors of the Authority deliberated on the Phase I issues at a regularly scheduled Authority Conference held on June 30, 1998. The Authority issued its First Interim Order on January 25, 1999. In Phase II, the Authority determined the prices for interconnection and UNEs based on the cost studies filed in compliance with the Authority's First Interim Order. The final prices are based on criteria specified by the Federal Telecommunications Act of 1996 and orders issued by the Federal Communications Commission. The Authority's First Interim Order directed the parties to submit cost studies. After issuance of the Authority's First Interim Order, on February 4, 1999, BellSouth and MCI filed petitions requesting the Authority to reconsider and clarify specific issues. The parties filed the required cost studies on February 24, 1999. The Authority deliberated on BellSouth's and MCI's petitions at an Authority Conference on April 20, 1999 and modified some of its earlier decisions, as reflected in the Order on Reconsideration. As a part of Phase Two and pursuant to the Authority's First Interim Order and Order on Reconsideration, BellSouth filed its revised TELRIC Calculator Model, and AT&T and MCI filed their revised HAI Model 4.0 on December 1, 1999. On December 13, 1999, the Authority requested comments from the parties on the proposed revised costs studies reflecting the adjustments required by the First Interim Order and the Order on Reconsideration. At a regularly scheduled Authority Conference held on April 25, 2000, the Authority deliberated on and issued its finding regarding the revised cost studies.

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BellSouth filed its adjusted cost study on June 9, 2000. At the Authority Conference held on August 29, 2000, the Authority considered BellSouth's adjusted cost study and ordered BellSouth to "submit detailed studies showing all the adjustments that it made to comply with the April 25<sup>th</sup> ruling as it relates to vertical features. On October 2, 2000, BellSouth filed a response to the instructions of the Authority that were provided at the August 29, 2000 Authority Conference. The Authority issued its Final Order on February 23, 2001.

E     01-00362     Docket to Determine the Compliance of  
BellSouth Telecommunications, Inc.'s  
Operations Support Systems with State and  
Federal Regulations

At the regular scheduled Authority Conference held on February 21, 2001, the Authority voted to open this docket to determine the necessity for third party testing, the applicability of testing previously undertaken by Georgia and Florida and BellSouth's ability to demonstrate its compliance with performance measurements through Service Quality Measurements. The Authority is currently exploring an option with a third party consultant.

## **Exhibit No. JAR - 3**



## TENNESSEE CHECKLIST CROSS-REFERENCE

✓ List Item	Description	Intermedia	ITC <sup>^</sup> DeltaCom	XO (f.k.a NextLink)	COVAD (f.k.a. DIECA)	New South	US LEC	NPCR (CMRS)	SGAT
1 & 13	Interconnection & Reciprocal Compensation	Sec. IV; Sec. V	Att. 3 Att. 3, Sec. 6	Att. 3 Amendment, 4/23/01	Att. 3 Att. 3, Sec. 8	Att. 3 Att. 3, Sec. 5	Att. 3 Att. 3, Sec. 8	1-D, p. 2 IV A&B p. 3	I; XIII
2	Non-discriminatory Access to Network Elements	Sec. VII	Att. 2	Att. 2 Amendment, 7/17/00 & 11/8/00	Att. 2	Att. 2	Att. 2	VII A&B, p. 6	II
	Collocation	Att. C-13	Att. 4	Att. 4	Att. 4	Att. 4	Att. 4	V. p.3	II; XV; Att. 1
	OSS	Sec. IV.M	Att. 6	Att. 6, Sec. 2	Att. 6, Sec. 2	Att. 6, Sec. 2	Att. 6 Sec. 2		II
	UNE Combinations	Combination Agreement, 6/14/00	Att. 2, Sec. 8	Att. 2, Sec. 1.4 Amendment, 9/8/00	Combo Agmt 7/12/00	Att. 2, Sec. 4 Sec. 5	Att. 2, Sec. 1.3 Att. 2, Sec. 1.4	VII. p. 6	II
	Billing	Sec. XV	Att. 7	Att. 7	Att. 7	Att. 7	Att. 7	IV, B., p.3	I; II; XIV
	Advanced Services	Amend. 8/27/99	Att. 2	Att. 2	Att. 2	Att. 2	Att. 2		IV
	Line Sharing				Stand-Alone Agmt 5/30/01				II
	Line Splitting								II
	2-Way Trunking	Amend. 6/3/98	Att. 3, Sec. 3.2	Att. 3, Sec. 3.9.1, 4	Att. 3, Sec. 4	Att. 3, Sec. 2.10.2.3	Att. 3, Sec. 3.9.1, Sec. 4	V. 3., p. 4	I
	Single Pt. Of Interconnection	Amend. 7/1/96	Att. 3, Sec. 1.2	Att. 3, Sec. 1.2	Att. 3, Sec. 1.2	Att. 3, Sec. 1	Att. 3, Sec. 1.2		IV
	Performance Measurements		Att. 10	Att. 11	Att. 10	Att. 9	Att. 11		XVI

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## TENNESSEE CHECKLIST CROSS-REFERENCE

√ List Item	Description	Intermedia	ITC <sup>Δ</sup> DeltaCom	XO (f.k.a NextLink)	COVAD (f.k.a. DIECA)	New South	US LEC	NPCR (CMRS)	SGAT
3	<i>Non-discriminatory Access to Poles, Ducts, Conduits and Rights-of-Way</i>	Sec. VIII	Att. 8	Att. 9	Att. 8	Att. 8	Att. 9	VIII. p. 6	III
4	<i>Unbundled Loops</i>	Sec. VII; Att. C-15	Att. 2, Sec. 2	Att. 2, Sec. 2 Amendment, 11/8/00	Stand-Alone Agmt 5/30/01 & Att. 2, Sec. 3	Att. 2, Sec. 2	Att. 2 Sec. 2		IV
5	<i>Local Transport</i>	Sec. VII.C; Att. B-1	Att. 2, Sec. 10.1	Att. 2, Sec. 11	Att. 2, Sec. 8	Att. 2, Sec. 6	Att. 2 Sec. 11		V
	<i>Common</i>	Att. B-1	Att. 2, Sec. 10.3	Att. 2, Sec. 11.1	Att. 2, Sec. 8.1	Att. 2, Sec. 6.1	Att. 2 Sec. 11.1, 11.2		V
	<i>Dedicated</i>	Att. B-1; Amend. 2/24/97	Att. 2, Sec. 10.4	Att. 2, Sec. 11.3	Att. 2, Sec. 8.3	Att. 2, Sec. 6.3	Att. 2 Sec. 11.3		V
6	<i>Unbundled Local Switching</i>	Sec. VII; Att. C-17	Att. 2, Sec. 9.1	Att. 2, Sec. 10	Att. 2, Sec. 7	Att. 2, Sec. 3	Att. 2 Sec. 10		VI
7	<i>Non-discriminatory Access to 911/E911</i>	Sec. IX	Att. 2, Sec. 20	Att. 2, Sec. 18	Att. 2, Sec. 15	Att. 2, Sec. 12	Att. 2 Sec. 18	IX., p. 6	VII
	<i>Directory Assistance</i>	Att. C-9	Att. 2, Sec. 12.3	Att. 2, Sec. 12.3	Att. 2, Sec. 9.3	Att. 2, Sec. 10.4, 10.5, 10.6	Att. 2 Sec. 12.3		VII
	<i>Operator Services</i>	Sec. X	Att. 2, Sec. 12.2	Att. 2, Sec. 12.2	Att. 2, Sec. 9.2	Att. 2, Sec. 10.2, 10.3	Att. 2 Sec. 12.2		VII
8	<i>White Pages Directory Listings</i>	Sec. XI	GT&C, Sec. 4	GT&C Sec. 4	GT&C Part A, Sec. 5	GT&C, Sec. 5	GT&C Sec. 4	X. p. 7	VIII
9	<i>Non-discriminatory Access to Telephone</i>	Sec. XII	Att. 5, Sec. 1	Att. 5 Sec. 1	Att. 5, Sec. 1	Att. 5, Sec. 1	Att. 5 Sec. 1	XI., p. 7	IX

7/30/01

## TENNESSEE CHECKLIST CROSS-REFERENCE

√ List Item	Description	Intermedia	ITC <sup>^</sup> DeltaCom	XO (f.k.a NextLink)	COVAD (f.k.a. DIECA)	New South	US LEC	NPCR (CMRS)	SGAT
	<i>Numbers</i>								
10	<i>Non-discriminatory Access to Databases and Signaling</i>	Sec. XIII; Att. C-7	Att. 2, Sec. 15 Att. 2, Sec. 13	Att. 2 Sec. 15 Sec. 13	Att. 2, Sec. 12.1.1 Att. 2, Sec. 10	Att. 2, Sec. 9.5 Sec. 9	Att. 2 Sec. 15	XIII. A&B, p. 8	X
	Signaling Links		Att. 2, Sec. 13.1	Att. 2 Sec. 13	Att. 2, Sec. 10.1	Att. 2, Sec. 9.3	Att. 2 Sec. 13	XII., B., p. 18	X
	STPs		Att. 2, Sec. 14	Att. 2 Sec. 14	Att. 2, Sec. 11	Att. 2, Sec. 9.4	Att. 2 Sec. 14	Att. 3 Att. 3 Sec. 5	X
	SCPs		Att. 2, Sec. 15	Att. 2, Sec. 15	Att. 2, Sec. 12	Att. 2, Sec. 9.5	Att. 2 Sec. 15	Att.	X
	LIDB	Att. C-5	Att. 2, Sec. 15.4 Exh A	Att. 2, Sec. 15.4	Att. 2, Sec. 12.4	Att. 2, Sec. 8	Att. 2 Sec. 15.4		X
	Toll Free Number Database	Sec. V; Sec. XIII.D	Att. 2, Sec. 15.5	Att. 2, Sec. 15.5	Att. 2, Sec. 12.5	Att. 2, Sec. 7	Att. 2 Sec. 15.5		X
	ALI/DMS		Att. 2, Sec. 15.6	Att. 2, Sec. 15.6	Att. 2, Sec. 12.6	Att. 2, Sec. 10.7	Att. 2 Sec. 15.6		X
	AIN Access		Att. 2, Sec. 18	Att. 2, Sec. 14.2.9	Att. 2, Sec. 11.2.9	Att. 2, Sec. 9.4.2.9	Att. 2 Sec. 14.2.9		X
	Selective Routing (Branding)		Att. 2, Sec. 12.4	Att. 2, Sec. 12.4	Att. 2, Sec. 9.4	Att. 2, Sec. 10.4.5	Att. 2 Sec. 12.4		X
	CNAM		Att. 2, Sec. 15.8 Exh B	Att. 2, Sec. 15.8	Att. 2, Sec. 12.8	Att. 2, Sec. 11 Exh B	Att. 2 Sec. 15.8		X
11	<i>Number Portability</i>	Section VI	Att. 5, Sec. 2	Att. 5,	Att. 5, Sec. 2	Att. 5	Att. 5	XII, p. 7	XI

## TENNESSEE CHECKLIST CROSS-REFERENCE

√ List Item	Description	Intermedia	ITC^ DeltaCom	XO (f.k.a NextLink)	COVAD (f.k.a. DIECA)	New South	US LEC	NPCR (CMRS)	SGAT
12	Local Dialing Parity		Att. 3, Sec. 5.2	Att. 3, Sec. 7	Att. 3, Sec. 7	Att. 3, Sec. 4	Att. 3 Sec. 7		XII
14	Resale	Sec. XIV	Att. 1	Att. 1	Att. 1	Att. 1	Att. 1		XIV

# **Exhibit No. JAR – 4**

Schaller Affidavit

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN RE: BELL SOUTH TELECOMMUNICATIONS, )  
INC.'S ENTRY INTO LONG DISTANCE ) DOCKET NO.  
(INTERLATA) SERVICE IN TENNESSEE ) 97-00309  
PURSUANT TO SECTION 271 OF THE )  
TELECOMMUNICATIONS ACT OF 1996. )

**AFFIDAVIT OF DOUGLAS E. SCHALLER**  
**ON BEHALF OF BELL SOUTH TELECOMMUNICATIONS, INC.**

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## EXHIBITS

- DS-1                    “Tennessee Competitive Local Exchange Company Carriers” and  
                         “Reseller Contacts”
- DS-2                    Federal Communications Commission:  
                         *Local Telephone Competition: Status as of December 31, 2000*  
                         (Released May 2001)
- DS-3                    “CLEC Agreements: Interconnection, Collocation, and Resale” as of July  
                         16, 2001”
- DS-4                    “CLECs with Over 10 Lines in BellSouth Tennessee Area,  
                         METHOD ONE”
- DS-5                    “CLECs with Over 10 Lines in BellSouth Tennessee Area,  
                         METHOD TWO”
- DS-6                    “CLEC Completed Collocations – Tennessee – MARCH 2001”
- DS-7                    “Estimation of Facilities-based CLEC Lines in BellSouth Tennessee Area,  
                         METHOD ONE”
- DS-8                    “Estimation of Facilities-based CLEC Lines in BellSouth Tennessee Area,  
                         METHOD TWO”
- DS-9                    “Facilities-based Line Estimate Methodology”

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN RE: BELL SOUTH TELECOMMUNICATIONS,	)	
INC.'S ENTRY INTO LONG DISTANCE	)	DOCKET NO.
(INTERLATA) SERVICE IN TENNESSEE	)	97-00309
PURSUANT TO SECTION 271 OF THE	)	
TELECOMMUNICATIONS ACT OF 1996.	)	

**AFFIDAVIT OF DOUGLAS E. SCHALLER**  
**ON BEHALF OF BELL SOUTH TELECOMMUNICATIONS, INC.**

STATE OF GEORGIA  
COUNTY OF FULTON

I, Douglas E. Schaller, being of lawful age and duly sworn upon my oath, depose and state:

**I. PROFESSIONAL AND EDUCATIONAL BACKGROUND**

1. My name is Douglas E. Schaller. I am employed by BellSouth Telecommunications, Inc. (BellSouth) as a Manager for Competitive Analysis in the BellSouth Federal Regulatory Department. My business address is 675 West Peachtree Street, Room 38M66, Atlanta, Georgia 30375.
2. I began my career with the Illinois Commerce Commission in 1982 as a Financial Analyst in the Public Utilities Division in Springfield, Illinois. In that position, my duties primarily concerned financial analysis of the cost of capital presented as expert testimony in utility regulatory proceedings. In 1985, I accepted a position as a Financial Analyst in the Financial Planning Department of Northeast Utilities where my primary responsibilities concerned providing financial assumptions used in preparing the Company's financial forecasts. In 1986, I joined BellSouth Corporation's Treasury Department as Staff Manager – Earnings Analysis with duties that were concerned with



financial analysis concerning the cost of capital, dividend policy and other key financial policies. In 1992, I transferred to BellSouth Telecommunications State Regulatory Group as Manager – Corporate Finance with primary responsibilities for providing financial analysis with regards to the cost of capital to be used in regulatory proceedings and for internal corporate purposes.

3. My present assignment, Manager – Competitive Analysis in the BellSouth Federal Regulatory Group began in 1999. In this position, I focus primarily on monitoring and analyzing local competition within the BellSouth region for Regulatory purposes.
4. In May of 1981, I received a Bachelor of Science Degree in Finance, from the University of Illinois, Urbana Illinois. In May of 1983, I received a Master of Science Degree in Finance from the University of Illinois, Urbana, Illinois.

## **II. INTRODUCTION AND PURPOSE OF AFFIDAVIT**

5. The purpose of this affidavit is to describe the current status of local exchange service competition within BellSouth's wireline local service area in Tennessee, with particular emphasis on facilities-based providers. The information that I present provides empirical proof that BellSouth has satisfied Track A of Section 271 of the Telecommunications Act of 1996 (the "Act").<sup>1</sup> The data demonstrate that competition in Tennessee's local exchange market is economically viable, irreversible, and serving the public interest.
6. The affidavit exhibits provided with the public version of this filing contain public information relating to local competition. Exhibit DS-1, "*Tennessee Competitive Local Exchange Carriers*" and "*Resellers Contracts*" contains information on CLECs operating in Tennessee as of July 16, 2001. Federal Communications Commission

("FCC") information that was released in May 2001, *Local Telephone Competition: Status as of December 31, 2000* ("FCC Competition Report"), is also provided as Exhibit DS-2. The third public exhibit (Exhibit DS-3), lists competitors with signed Bellsouth interconnection agreements as of July 16, 2001. Five other exhibits, DS-4 through DS-8, contain confidential and sensitive competitive proprietary information regarding individual CLECs in Tennessee. In the public filing, these exhibits are filed with the confidential information redacted. In addition, the complete exhibits containing confidential information are being filed subject to the terms of the Protective Order in this proceeding.

7. As discussed in more detail below, the local market in BellSouth's service area in Tennessee is irreversibly open to competition. Numerous carriers are currently providing facilities-based service to business and residential customers in Tennessee. Moreover, local competition in Tennessee is firmly rooted, as the evidence below shows:
  - a. As of May, 2001, CLECs served over 343,552 local lines in BellSouth's Tennessee service area, which is approximately 11.7% of the total access lines. See Exhibit DS-4 and Table 1.
  - b. BellSouth's estimate of the percentage of access lines served by CLECs in Tennessee ranges from 10.4% to 11.7 % which is above the national average 9.3% CLEC line share at the end of 2000 that the CLECs' Association for Local Telecommunications Services ("ALTS") projects in its most recent annual report.<sup>2</sup>

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<sup>1</sup> The Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), Section 271 (c) (1) (A).

<sup>2</sup> *ALTS' Annual Report on the State of the Local Telecom Industry, 2001* released March, 2001, available at <<http://www.alts.org>> at page 11. ALTS reported: "As of the 3Q00, CLECs held 8.2% of the local telecommunications market in terms of access lines. If the 2000 trend continues, CLECs can reasonably be expected to hold 9.3% of total access lines as of the 4Q00."

- c. In March 2000, ALTS reported that Tennessee was in the grouping of 21 to 30 or more facilities-based CLECs operating.<sup>3</sup> In this Affidavit, BellSouth identifies 39 facilities-based CLECs operating as of May, 2001 in its Tennessee service area. *See* Exhibit DS-7.
- d. As of May 22, 2001, BellSouth had negotiated over 300 approved Interconnection, Collocation and/or Resale agreements with competitors in Tennessee. *See* Exhibit DS-3.
- e. BellSouth has completed 689 collocation requests for CLECs, in 76 of BellSouth's Tennessee wire centers. From these 76 sites, completed collocation arrangements enable CLEC facilities-based service to address approximately 78% of BellSouth's total access lines. *See* Exhibit DS-6.
- f. CLECs have committed millions of dollars to deploy state-of-the-art facilities in the more dense BellSouth service areas, including switching capacity, intra-city fiber rings, and inter-city fiber routes.<sup>4</sup>

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<sup>3</sup> Annual Report of the Association for Local Telecommunications Services (ALTS), *The State of Competition in the U.S. Local Telecommunications Marketplace*, Graphic B (Feb. 2000) (available at [www.altts.org](http://www.altts.org)). ALTS reported each state's facilities-based CLECs operating by groups of "1-10", "11-20", "21-30", "31-40" and "41 or more".

<sup>4</sup> The ALTS 2001 annual report at page 20 indicates that CLECs have invested \$56 billion in infrastructure nationally since 1997.

### **III. LOCAL COMPETITION IN TENNESSEE**

#### **A. CLECs' Lines in the Local Market – External Information**

8. Local competition is a reality in Tennessee. For example, the most recent FCC Competition Report reported that CLEC lines in Tennessee increased by 40% from June 2000 to December 2000.<sup>5</sup>
9. As of May, 2001, BellSouth's Exhibit DS-4 identifies a total of over 80 CLECs and conservatively estimates that 10 CLECs each serve in excess of 10,000 lines.  
  
Additionally, with much of their fiber backbone and end-user service facilities in place, local service competitors can now focus on their large addressable market.
  - "Going forward, much more of the spending will be discretionary and tied to revenue and demand visibility, which manifests itself in lighting a network or adding capacity as opposed to just building a foundation of a network."<sup>6</sup>
  - "In making a 'depth' vs. 'breadth' decision, management will now focus on penetrating existing markets deeper to save capital and leverage existing infrastructure investment."<sup>7</sup>
  - "Approximately 80%, or \$59 billion worth, of the SME (small/medium enterprise) market totaling \$69 billion of revenue in 2000 is addressable by existing competitive business models."<sup>8</sup> [Text in parentheses added]

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<sup>5</sup> *Local Telephone Competition: Status as of December 31, 2000* released May 2001, (Exhibit DS-2), Table 6. Local providers file data twice a year under the FCC's local competition and broadband gathering program (FCC Form 477) that was adopted in March 2000 to assist in implementing the pro-competitive, deregulatory provisions of the Act.

<sup>6</sup> *Grubman's State of the Union*, Solomon Smith Barney Telecommunications Services, March 21, 2001 at 10.

<sup>7</sup> *XOXO: 1Q Rpt'd; Scaled back Plan Ann'd*, released 7:10am EDT April 27, 2001, Credit Suisse First Boston (Mark Kastan) at 2. XOXO is the symbol for XO Communications, formerly NextLink Communications.

<sup>8</sup> *Competitive Telecom Services: Sizing up the CLECs*, David Barden et. al., J.P. Morgan Securities Equity Research, March 30, 2001 at 2.

**B. BellSouth's Estimates of Local Competition**

10. BellSouth uses two methods for estimating the local lines that CLECs serve in its area. These methods generate two conservative estimates of the number of lines CLECs serve on a facilities basis.<sup>9</sup>
11. In Method One, BellSouth identifies, from various reliable sources,<sup>10</sup> the number of CLEC E911 Listings, Unbundled Network Elements ("UNE") including UNE loops and UNE platforms ("UNE-Ps"), and interconnection trunks ("IC Trunks"), whenever data were available. *See* Exhibit DS-7. These data are organized into three categories. The three categories considered to estimate each CLEC's total facilities-based lines are first, the E911 Listings category -- the sum of residence and business E911 listings; second, the UNE category -- the total of UNE loops and UNE-Ps (loop/port combinations); and third, the interconnection trunk category -- the total number of interconnection trunks. These categories contain data that provide a reasonable basis to estimate facilities-based CLEC lines.
12. Data do not exist for every category for every CLEC because CLECs are competing with a variety of approaches. CLECs pursue different mixes of target markets, e.g., large business, small/medium business, residential and small business. Diversity in target markets translates to different network approaches, e.g., traditional switched service or data-centric, either alone or in various combinations. The convergence of communications services finds a mix of next-generation packet networks such as Asynchronous Transfer Mode ("ATM") or Internet Protocol ("IP") being overlaid or interfacing with the

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<sup>9</sup> The actual count of resold local access lines does not need to be estimated because it is available directly from BellSouth's billing systems.

<sup>10</sup> See Facilities-based Line Estimate Methodology, Exhibit DS-9, fn. 1.

traditional circuit switched network. Because of these differing facilities-based approaches, data exists in only one category for just over half of the CLECs competing in BellSouth's area in Tennessee. For example, 7 CLECs have data only for UNE-Ps. *See* Exhibit DS-7. In such cases, the data from that single category is used for the estimate of lines.

13. BellSouth's estimation approach is conservative in at least two major ways. First, BellSouth does not increase its estimate of total lines by adding across data categories although it would be reasonable to do so in certain cases. Second, when IC trunks are the basis for the estimate of total facilities-based lines, BellSouth assumes a very conservative 1-line-to-1-trunk ratio. BellSouth's estimates are also conservative with regards to the residential facilities-based share of total CLEC lines. For example, some CLECs focus on providing high-speed Internet access over DSL using UNE loops. BellSouth's systems do not identify residence or business UNE loops separately. Absent clear indications from the data of the number of residential lines, all of the UNE loops are treated as business class.<sup>11</sup>
14. Within this conservative approach, BellSouth first selects the highest total from among the three categories as its estimate of total facilities-based lines for each CLEC. In many cases, no further analysis is necessary to create that estimate because the category itself breaks down the CLEC line total by business and residential lines, e.g., E911 Listings and UNE-Ps. *See* Exhibits DS-7 or DS-8. When the category selected shows only total lines, i.e., unbundled local loops or local interconnection trunks, BellSouth determines the number of business lines by subtracting from the total the number of residential lines in

service, when available. If no evidence of residential lines for a CLEC is present, all the lines are treated as business. This approach acknowledges the fact that CLECs, in general, target the business market first. Exhibit DS-9 contains additional information on the indicators of facilities-based lines.

15. Data from BellSouth's information systems indicate that, as of May 2001, 83 CLECs were each serving 10 or more local lines in BellSouth's service area in May. *See* Exhibit DS-4. Overall, BellSouth estimates that these 83 competing carriers provide local service to some 343,552 lines, or 11.7 % of the total lines in BellSouth's area as shown immediately below.

**TABLE 1 METHOD 1: CLEC Lines in BellSouth's area of Tennessee**

<b>CLEC PROVIDERS</b>	<b>Number Of CLECs</b>	<b>RESIDENCE Lines</b>	<b>BUSINESS Lines</b>	<b>TOTAL Lines</b>
<b>FACILITIES-BASED</b>	<b>39</b>	2,521 Resale 10,636 Facilities-Based	10,886 Resale 287,496 Facilities-Based	13,497 Resale 298,132 Facilities-Based
<b>RESALE – ONLY</b>	<b>44</b>	<b>29,812</b>	<b>2,2 01</b>	<b>32,013 Resale</b>
<b>CLEC TOTAL</b>	<b>83</b>	<b>42,969</b>	<b>300,583</b>	<b>343,552</b>
<b>TOTAL LINES</b>		<b>2,013,653</b>	<b>926,611</b>	<b>2,940,264<sup>12</sup></b>
<b>% of Lines</b>		<b>2.1 %</b>	<b>32.4 %</b>	<b>11.7 %<sup>13</sup></b>

<sup>11</sup> ALTS 2001: "With residences continuing to migrate from dial-up Internet access to broadband, analysts predict an explosion in residential broadband revenues. From only \$1 billion in 1999, residential broadband revenues will exceed \$13 billion in 2004." at 34.

<sup>12</sup> These figures exclude lines associated with payphones and other miscellaneous line equivalencies, which account for the variance with the April 2001 Tennessee 301 Report.

<sup>13</sup> CLEC line share % based on CLECs' lines divided by total lines. Total lines equals CLECs' lines plus BellSouth access lines.

Table 1 includes aggregate line totals for 39 carriers that are competing on a facilities-basis. Approximately 87% of the overall total of nearly 343,552 lines are served by CLECs using their own facilities, either exclusively or in combination with BellSouth UNEs and/or UNE-Ps. A significant number of facilities-based lines – 10,636 – already serve residential customers. Also, as of May 2001, 44 resale-only CLECs (each serving at least 10 lines) were providing a total of 32,013 access lines in BellSouth’s Tennessee service area. Table 1 also shows that 29,812 of these were residential lines and 2,201 were business lines. Exhibit DS-4, page 2 of 3, lists the 44 resale-only CLECs that each serve at least ten lines in BellSouth’s area in Tennessee and their number of lines by residence or business class of service.

16. BellSouth’s Method Two is the same as one approach presented in the joint Kansas and Oklahoma 271 filings.<sup>14</sup> This estimate is based on just two categories – facilities-based CLECs’ E911 Listings and UNE-Ps. *See* Exhibit DS-8. Facilities-based carriers themselves are responsible for making entries in the E911 database. Because facilities-based carriers make these entries themselves and because these entries are critical to the purposes served by the maintenance of the database, BellSouth has every reason to believe that an E911 listing represents a facilities-based line. However, the E911 database does not capture all lines served by competing carriers on a facilities-basis. For example, when a facilities-based CLEC provides service over the UNE-P, BellSouth provides switching and maintains the E911 listing just as BellSouth does for resold lines. *See* Sapp Affidavit at paragraph 10. Therefore, the number of CLEC UNE-Ps needs to be added to the CLEC E911 Listings for a more complete estimate of total lines. In addition, E911 listings

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<sup>14</sup> Joint Affidavit of J. Gary Smith and Mark Johnson, Application of SBC Communications, Inc. for Provision of In-Region, InterLATA Services in Kansas and Oklahoma, Tables 2 and 3 at pp. 6-7.



understate the number of lines used by many businesses, such as when a business uses a PBX and lists only a single number in the database or for in-dial only service. An estimate of facilities-based lines for 26 CLECs under this even more conservative Method Two appears in Table 2 below.

17. Table 2 relies upon E911 Listings and/or UNE-P data extant for 26 facilities-based CLECs (as compared to the 39 CLECs included in Table 1 when data on UNE loops or interconnection trunks are also considered). Using this data, BellSouth estimates that CLECs are serving 256,744 facilities-based lines. *See Exhibits DS-5, DS-8.* These 26 facilities-based CLECs also serve 12,130 resold lines. When the 32,013 lines from the 44 resale-only CLECs are included, the overall total of CLEC lines becomes 300,887, which translates to 10.4% of the local access lines in BellSouth's area.<sup>15</sup>

**TABLE 2 Method Two: using E911 Listings and UNE-Ps for facilities-based lines**

<b>CLEC PROVIDERS</b>	<b>Number of CLECs</b>	<b>RESIDENCE Lines</b>	<b>BUSINESS Lines</b>	<b>Total Lines</b>
<b>FACILITIES-BASED</b> E911 Listings + UNE-P	26	2,477 Resale 10,632 Facilities-Based	9,653 Resale 246,112 Facilities-Based	12,130 Resale 256,744 Facilities-based
<b>RESALE – ONLY</b>	44	29,812	2,201	32,013 Resale
<b>CLEC TOTAL</b>	70	42,921	257,966	300,887
<b>TOTAL LINES</b>		2,013,605	883,994	2,897,599
<b>% of Lines</b>		2.1%	29.2%	10.4%

18. Among the many facilities-based CLECs in Tennessee are MCI Metro ATS, NewSouth Communications, TCG, US LEC, and XO Communications. Each of these carriers has an

approved interconnection agreement with BellSouth, and each provides facilities-based service to either (or both) business and residential customers. *See* Exhibit DS-4. Indeed, these carriers alone serve over 208,405 business lines and over 7,512 residential lines on a facilities basis.

**C. CLECs Provide Service Broadly Over BellSouth's Area**

19. CLEC collocations are a powerful indicator of the extent of local competition in a given area. Where a CLEC is collocated, it has at least “the potential to serve many more customers through the leasing of UNEs.”<sup>16</sup> CLECs themselves recognize the value of collocation as well; for example:
- a. “The combined company will have 14 Lucent AnyMedia™ 5ESS-2000 and Siemens EWSD Class V switches and will accelerate the deployment of Lucent packet-based Softswitches across the South. ....These two networks will be joined together to offer expanded and improved service to the combined customer base. In the next year, the combined company will serve 106 markets via 208 central office collocations.”<sup>17</sup>
  - b. “Pathnet completed 300 additional route miles of network and 20 additional collocations during the quarter, bringing its total network to 7,700 route miles and 106 collocations in 73 cities. The company continues to target 150 collocations in 80 cities by the end of the year.”<sup>18</sup>
  - c. “In addition, more than 300 collocation agreements have been filed with BellSouth, Sprint and GTE and strategic plans include delivery of bundled voice, data and video access choices to small and mid-sized businesses.”<sup>19</sup>

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<sup>15</sup> The range of estimated CLEC lines for Tennessee, 10.4% to 11.7%, exceeds the range for other 271 applicants using the two most comparable estimation methods. *See* Table 3 at page 7, *Joint Affidavit of J. Gary Smith and Mark Johnson*.

<sup>16</sup> *Development of Competition in Local Telephone Markets*, Report to the Subcommittee on Antitrust, Business Rights and Competition, Committee on the Judiciary, U.S. Senate, January 2000, GAO/RCED-00-38 at 19.

<sup>17</sup> UniversalCom Announces Merger with NewSouth Communications, April 13, 2000 release retrieved April 20, 2001 from <[http://www.newsouth.com/news/press\\_releases/a301.asp](http://www.newsouth.com/news/press_releases/a301.asp)>.

<sup>18</sup> Pathnet Reports Third Quarter Results, Nov. 14, 2000, retrieved March 19, 2001 from <<http://www.pathnet.net/ourPress/43.cfm>>. BellSouth has completed collocations for Pathnet in MS.

<sup>19</sup> *About Network Telephone Corporation*, press release retrieved May 13, 2001 from <http://www.networktelephone.net/press/history.pdf> “.....Network Telephone Corp. is a facilities-based, broadband integrated communications provider (ICP) focused on delivering next-generation telecommunications solutions using Voice over Digital Subscriber Line (VoDSL) technology throughout a nine-state Southeastern US footprint.”

20. As of May 2001 in Tennessee, BellSouth had completed collocation arrangements for 40 CLECs and had at least one collocation completed in 76 of BellSouth's wire centers. BellSouth has completed a total of 689 collocations in these wire centers. *See* Exhibit DS-6. Not surprisingly, CLECs are collocated heavily in the BellSouth wire centers with the highest densities. As shown in Table 3 below, approximately 55% of the completed CLEC collocations are in just 20 BellSouth wire centers. These top 20 wire centers each have 16 or more completed collocations. These wire centers alone serve approximately 35% of BellSouth's total combined access lines. From these 20 wire centers, different facilities-based CLECs can address 32% and 45% respectively of the residential and business access lines in BellSouth's area. Cumulatively, a total of 76 wire centers have one or more collocations completed that offer the potential for different facilities-based CLECs to address 78% of the total access lines in BellSouth's service area in Tennessee. Overall, one or more completed collocations in these 76 wire centers enable CLECs to address approximately 76% and 85% respectively of BellSouth's total residence and business access lines. *See* Exhibit DS – 6.

**TABLE 3 CLEC collocations and lines addressed in BellSouth Wire Centers**

<b>Ranking of CLEC collocations</b>	<b><i>Collocations Complete</i></b>	<b><i>% of BellSouth Residence Lines In Wire Centers</i></b>	<b><i>% of BellSouth Business Lines In Wire Centers</i></b>
16 or more completed - Top 20 Wire Centers	382	32%	45%
1 to 15 completed - 21 <sup>st</sup> -76 <sup>th</sup> Wire Centers	307	44%	40%
<b>Total</b>	<b>689</b>	<b>76%</b>	<b>85%</b>

**D. CLEC Investment Indicates that Competition is Irreversible**

21. The level of CLEC investment in local competition in Tennessee provides additional assurance that state-of-the-art alternatives for ILECs' local exchange service will continue. As CLECs themselves have explained, they have already invested millions of dollars in developing fiber access and transport facilities and switching capabilities, and in establishing facilities-based operations in Tennessee:
- "In addition, these new market entrants have invested \$450 million in equipment and facilities in Tennessee since 1995."<sup>20</sup>
  - "The business plan – and we haven't wavered from this at all – called for us to build a facilities-based network and to provide bandwidth to a majority of our customers."<sup>21</sup>
  - "ITC^Deltacom .....provides integrated telecommunications and technology solutions to businesses in the southern United States.....The Company operates 37 branch offices in nine states, and its 10-state fiber optic network of approximately 9,730 miles, reaches approximately 150 point of presence. ITC^Deltacom has interconnection agreements with BellSouth, .....for resale and access to unbundled

<sup>20</sup> *TRA Annual Report to the Legislature for the Period July 1, 1999 to June 30, 2000*, February 1, 2001, page 35.

<sup>21</sup> John Rogers, VP Marketing and Product Development, Adelphia Business Solutions as reported in "It's a Coincidence," *Telephony*, Dec. 18, 2000, retrieved online from <http://www.telecomclick.com/magazinearticle.asp?magazinearticleid=14125&mode=print>.

network elements and is a certified Competitive Local Exchange Carrier (CLEC) in ..... and all nine BellSouth states.”<sup>22</sup>

22. Facilities-based CLECs have built high capacity state-of-the-art transmission facilities utilizing fiber optic cable that currently service the business district of major Tennessee metropolitan areas. As another example, KMC Telecom currently serves the Chattanooga and Tri Cities areas.<sup>23</sup> CLECs are increasingly using the newest technologies, e.g., voice-over-DSL (VoDSL), “softswitch” IP and microwave systems, to offer integrated communications services on a cost-effective basis. By equipping broadband networks with gateways to the public switched telephone network, CLECs provide facilities-based local exchange services to their customers.
23. As shown in Tables 1 and 2 above, BellSouth conservatively estimates that CLECs are serving over 2% of the residential lines in BellSouth’s area in Tennessee. Although most CLECs are targeting the business segment and deploying the latest technologies to serve metropolitan areas first, the prospects for benefits to residential consumers are very good. Increased choices for consumers are evident from the numerous CLECs offering residential service in Tennessee. The telephone directories, upon CLEC request, are required to include contact information for CLECs serving their areas. For example, the directory for Chattanooga lists 33 different competing residential local service providers, the Jackson directory lists 29, the Memphis directory lists 36, the Nashville directory lists 24, and the

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<sup>22</sup> *ITC^Deltacom Report First Quarter 2001 Results*, May 2, 2001 retrieved May 16, 2001 from <[http://www.itcdeltacom.com/investor\\_financial.html](http://www.itcdeltacom.com/investor_financial.html)>.

<sup>23</sup> “In each of its local markets, KMC invests in a network infrastructure that is designed to reach approximately 80% of the business access lines through either a direct connection or unbundled network elements leased from the ILEC. KMC generally lays up to 25 miles of advanced fiber-optic local SONET networks in each market.” Retrieved May 2, 2001 from <<http://www.kmctelecom.com/company/>>

Knoxville directory lists 31 competitors. Finally, the ALTS Annual Report for 2001 addresses the current state of competitive development: “The business wireline market is one of the most attractive markets for many CLECs. To raise capital and build their networks, CLECs must target customers that offer the greatest rate of return. This strategy is consistent with how the Bell system originally erected its network, first to serve highly concentrated areas .... Such high-volume clients enable CLECs to take advantage of geographic concentration and network scalability. As the industry matures, we will see a greater push into residential markets further expanding the benefits of competition.”<sup>24</sup>

#### **IV. CONCLUSION**

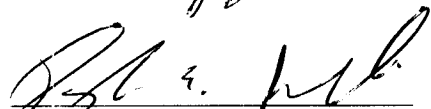
24. This affidavit demonstrates that the Tennessee Regulatory Authority, the FCC, BellSouth, and the CLEC industry have been successful in bringing competitive choices to the people of Tennessee. CLECs have invested, and continue to invest, millions of dollars in their own facilities. The level of competition demonstrates that BellSouth has provided CLECs access to its network facilities and services in order to enable them to deliver services over their own network facilities; over their own network facilities in combination with elements of BellSouth’s network; and through the resale of BellSouth-provided service offerings. Competition is well established, broadly based and irreversible.
25. This concludes my affidavit.

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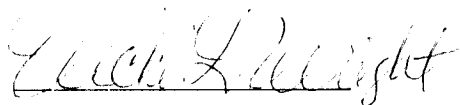
<sup>24</sup> ALTS 2001, at 10.

The information contained in this affidavit and its Exhibits is true and correct to the best of my knowledge and belief.

Executed on July 27, 2001.

  
Douglas E. Schaller

STATE OF Georgia  
COUNTY OF Cobb  
Subscribed and sworn to before me  
this 27<sup>th</sup> day of July, 2001.



Notary

Notary Public, Cobb County, Georgia  
My Commission Expires June 19, 2005

# **Exhibit No. DS-1**



	COMPANY (CTSP or RESELLER)	CORPORATE AFFILIATIONS	SERVICES	DOCKET NO.	CCN APPLICATION APPROVED
1	2nd Century Communications, Inc.		Full Range of Services	99-00632	01/26/00
2	360networks(USA), Inc.		Full Range of Services	00-00860	02/22/01
3	A.B.C. Communications		Resale of BST Services	99-00431	08/24/99
4	Access Integrated Networks, Inc. (AIN)		Full Range of Services	99-00644	11/30/99
5	Access Point, Inc.		Full Range of Services (Facilities-based)	00-00783	04/18/01
6	AccuTel of Texas d/b/a 1-800-4-A-PHONE		Full Range of Services	99-00921	01/10/01
7	Actel Integrated Communications, Inc.		Full Range of Services	00-00157	07/19/00
8	Adelphia Busines Solutions Operations	f/k/a Hyperion Communications	Full Range of Services	98-00732	09/15/99
9	Adelphia Business Solutions of Nashville	Subsidiary of Adelphia Cable Comm. Corp. General Partner: Viacom Telecom, Inc., owned by Viacom, Inc. Limited Partner: Robin Media, owned by Intermedia Partners f/k/a Hyperion of TN		94-00661	08/24/95
10	Aeneas Communication		Full Range of Services	99-00415	09/15/99
11	ALEC, Inc.		Full Range of Services	98-00599	04/13/99
12	Allied Riser of Tennessee		Full Range of Services	00-00128	03/21/01
13	ALLTEL Communications, Inc.		Resale of BST Services	99-00149	09/21/99
14	American Fiber Systems, Inc.		Full Range of Services	00-00988	01/10/01
15	American MetroCom/Tennessee, Inc.		Resale of BST Services	00-00731	04/25/00
16	American Network Exchange d/b/a AMNEX		Resale of BST Services	95-02728	08/01/95
17	American Telecommunications		Resale of BST Services	97-07570	02/03/98
18	Ameritech Communications International, Inc.	Ameritech, a subsidiary of SBC	Resale of BST Services	97-07510	05/19/98
19	ANNOX	Bought by Charter Communications	Resale of BST Services	96-01314	10/15/96
20	Appliance & TV Rentals, Inc. d/b/a Fones-4-U		Resale of BST Services	00-00326	05/23/00
21	ARBROS Communication	Changed from TracPhone Wireless to Comm South Companies, to AM Communication Solutions to ARBROS f/k/a Comm South in TN	Resale of BST Services	97-01327	08/19/97
22	Arbros Communications Licensing Company		Full Range of Services	00-00274	08/04/00
23	AT&T Communications of South Central States	AT&T Corporation	Full Range of Services	95-02790	10/13/95
24	ATM Discount Communications	f/k/a Discount Communications	Resale of BST Services	98-00080	03/24/98
25	Avana Communications Corp.		Resale of BST Services	99-00667	01/11/00
26	BellSouth BSE, Inc.	BellSouth	Full Range of Services Limited to Non BST area	97-07505	09/15/98
27	Ben Lomand Communications, Inc.	Ben Lomand RTC	Full Range of Services	98-00600	02/16/99
28	Birch Telecom of the South, Inc. d/b/a Birch Telecom; d/b/a Birch		Full Range of Services	00-00341	07/20/00

	COMPANY (CTSP or RESELLER)	CORPORATE AFFILIATIONS	SERVICES	DOCKET NO.	CCN APPLICATION APPROVED
29	BlueStar Networks, Inc. d/b/a Covad		DSL Internet Access and Phone Service	98-00569	09/22/98
30	Broadband Office Communications, Inc		Full Range of Services	00-00014	03/28/00
31	Broadplex, LLC		Resale of BST Services	00-00173	01/10/01
32	BroadRiver Communications Corp.	f/k/a PurePacket Communications	Full Range of Services	00-00169	07/19/00
33	BroadSlate Networks of Tennessee	f/k/a Cardinal Communications of TN, Inc.	Full Range of Services	99-00709	01/26/00
34	Broadstreet Communications, Inc		Full Range of Services	00-00249	07/14/00
35	Brooks Fiber Communications of TN, Inc.	Brooks Fiber Properties, Inc. Merged with WorldCom	Full Range of Services	95-02764	09/07/95
36	Budget Phone, Inc.		Resale of BST Services	99-00212	09/14/99
37	Business Telecom, Inc. d/b/a BTI Telecommunications, Inc.		Full Range of Services	98-00334	07/07/98
38	C1 2, Inc.		Resale of BST Services	99-00490	01/11/00
39	Cardinal Communications		Full Range of Services	99-00709	01/26/00
40	CaroNet, Inc.	f/k/a Interpath Communications, Inc.	Full Range of Services	98-00851	02/09/99
41	CAT Communications, Inc.		Resale of BST Services	99-00925	02/15/00
42	CCCTN, Inc. d/b/a CONNECT		Full Range of Services	99-00854	03/28/00
43	Choctoaw Communications, Inc. d/b/a Smoke Signal Communications		Resale of BST Services	99-00418	08/24/99
44	Citizens Telecommunications Company of Tennessee	Sister Companies: Citizens Telecom of TN, Citizens Telecom of Volunteer State	Full Range of Services	96-00779	06/27/96
45	Classic Telephone Company		Resale of BST Services	99-00565	01/25/00
46	Columbia Telecommunications, Inc.		Resale of BST Services	99-00827	11/23/99
47	Combined Billing Corporation		Resale of BST Services	97-01435	03/24/98
48	Communications Brokerage Services, Inc.		Resale of BST Services	96-01351	10/01/96
49	Community Telephone Corp. d/b/a Long Distance Management	Name changed to: Cinergy Communications Co. 06/01 f/k/a Wright Business, Inc.	Resale of BST Services	95-03300	11/07/95
50	Community Telephone Corporation		Full Range of Services	01-00112	04/04/01
51	Computer Business Sciences		Full Range of Services	99-00440	09/15/99
52	Concert Communications Sales, LLC		Resale of BST Services	99-00419	10/26/99
53	Credit Loans, Inc. d/b/a Lonestar State Tel. Co.		Resale of BST Services	00-00024	03/28/00
54	CRG International, Inc. d/b/a Network One		Resale of BST Services	99-00602	11/02/99
55	CTSI, Inc.		Resale of BST Services	99-00918	03/28/00
56	Dial & Save of Tennessee	Telco Communications Group, Inc.	Resale of BST Services	96-00982	08/13/96
57	DIECA Communications, Inc		Full Range of Services	99-00823	03/28/00
58	Digital Access Corp. of Tennessee, Inc.	CCN Cancelled 6/12/01	Full Range of Services	00-00350	08/24/00
59	Digital Teleport, Inc. (DTI)	DTI Holding Company	Full Range of Services	98-00643	12/08/98
60	Direct-Tel USA, LLC		Resale of BST Services	99-00969	02/29/00
61	DPI-Teleconnect, LLC		Resale of BST Services	98-00621	03/02/99

	COMPANY (CTSP or RESELLER)	CORPORATE AFFILIATIONS	SERVICES	DOCKET NO.	CCN APPLICATION APPROVED
62	DSLnet Communications, LLC		Full Range of Services	99-00092	05/18/99
63	e.spire Communications, Inc	f/k/a American Communication Services of Chatt. & Knox. (ACSI)	Full Range of Services	95-02995	10/11/95
64	Eagle Communications, Inc. d/b/a Eagle Communications of TN		Full Range of Services	00-00590	09/28/00
65	Electric Power Board of Chattanooga		Full Range of Services	97-07488	02/09/99
66	Empire Telecom Services, Inc.		Full Range of Services	00-00353	07/14/00
67	Enron Broadband Services		Full Range of Services	00-00769	01/10/01
68	Ernest Telecommunications		Resale of BST Services	98-00649	03/16/99
69	ESSX Communications d/b/a eLEC Communications		Resale of BST Services	00-00693	05/22/01
70	Evolution Networks South, Inc.		Full Range of Services	00-00678	02/22/01
71	Excel Operations	Teleglobe eMeritus Communications	Resale of BST Services	96-01030	06/25/96
72	EZ Phone, Inc.		Resale of BST Services	97-01230	09/23/97
73	EZ Talk Communications, LLC		Resale of BST Services	98-00390	10/20/98
74	Fair Financial LLC d/b/a Midstate Telecommunications		Resale of BST Services	99-00907	01/25/00
75	GABRIEL Communications of Tennessee, Inc.		Full Range of Services	00-00352	07/14/00
76	GE Capital Communication Services		Resale of BST Services	96-01430	10/15/96
77	GLA International	f/k/a Everest Connections Corp.	Full Range of Services	00-00114	06/23/00
78	Global Crossing Local Services, Inc.	f/k/a Frontier Local Service	Full Range of Services	99-00120	09/14/99
79	Global NAPs Gulf, Inc.		Full Range of Services	99-00183	05/18/99
80	Golden Financial and Communications Systems, LLC		Resale of BST Services	98-00616	11/03/98
81	HFG Enterprises d/b/a East TN Phone Service	Tennessee Waste Movers	Resale of BST Services	98-00234	07/07/98
82	HJN Telecom, Inc.		Resale of BST Services	99-00676	03/14/00
83	ICG Telecom Group, Inc.	ICG USA, Inc.	Full Range of Services	95-01030	08/24/95
84	IDS Telecom, LLC		Full Range of Services	00-01102	05/22/01
85	IG2, Inc.	f/k/a Computer Business Sciences, Inc.	Full Range of Services	99-00440	09/15/99
86	Image Access, Inc.		Resale of BST Services	98-00460	10/06/98
87	Intellicall Operator Services, Inc. (IOS)		Resale of BST Services	NA	NA
88	Interlink Telecommunications		Resale of BST Services	97-00916	07/01/97
89	Intermedia Communications, Inc.	TN Registered Agent; The Prentice-Hall Corp. Systems, Inc.	Full Range of Services	96-00942	09/17/96
90	ITC Delta Comm. Inc.	ITC Holding Company	Full Range of Services	96-01431	01/02/97
91	Ivy Joe Barton		Resale of BST Services	98-00316	06/02/98
92	JATO Operating Two Corp.	JATO Communications Corp. (JCC)	Full Range of Services	99-00443	01/26/00
93	Jerry LaQuiere		Resale of BST Services	97-00440	05/20/97
94	Joyce F. Hudspeth		Resale of BST Services	99-00215	07/13/99

	COMPANY (CTSP or RESELLER)	CORPORATE AFFILIATIONS	SERVICES	DOCKET NO.	CCN APPLICATION APPROVED
95	KMC Telecom III, Inc.		Full Range of Services	99-00211	07/28/99
96	KMC Telecom V		Full Range of Services	00-01123	04/19/01
97	Knology of TN, Inc.		Full Range of Services	00-00058	03/28/00
98	Lawrence Harsbro d/b/a Push Button Paging		Resale of BST Services	98-00317	08/04/98
99	LCI International Telecom. Corp. d/b/a Qwest Communications Services	Merged with Qwest	Full Range of Services	96-00783	05/30/96
100	LecStar Telecom	f/k/a Empire Telecom Services	Full Range of Services	00-00353	07/14/00
101	Level 3 Communications LLC (Level 3)	PKS Information Services, Inc. & Level 3 Communications Inc.	Full Range of Services	98-00610	11/03/98
102	Lightyear Communications, Inc.	f/k/a UniDial, Inc.	Full Range of Services	00-00996	02/22/01
103	LOGIX Communications Corporation		Full Range of Services	98-00364	07/21/98
104	MacLeod USA Telecommunications Services, Inc.	f/k/a CapRock Telecommunications, Corp.	Full Range of Services	99-00852	01/26/00
105	Madison River Communication, Inc.		Facilities-based, Resale Statewide	00-00381	08/07/00
106	Maverix.com, Inc. d/b/a Maverix.net		Full Range of Services	99-00946	05/09/00
107	Maxcess, Inc.		Full Range of Services	00-00744	12/14/00
108	Max-Tel Communications, Inc.		Resale of BST Services	98-00235	07/21/98
109	MCI WorldCom Communications, Inc.	Merged with MFS & MCI	Full Range of Services	96-00780	05/30/96
110	MCImetro Access Transmission Services, Inc.	Merging with WorldCom	Full Range of Services	93-08793	11/20/95
111	Memphis Network, LLC	Joint owned by MLGW & ADL Networks TN	Full Range of Services	99-00909	06/12/01
112	Metromedia Fiber Network Services, Inc.		Full Range of Services	00-00233	08/07/00
113	Mexitel Servicios de Telefonos		Resale of BST Services	00-00884	NA
114	Momentum Business Solutions		Full Range of Services	01-00379	07/13/01
115	Money To Go, Inc.		Resale of BST Services	99-00971	02/01/00
116	MoneyPlace, LLC		Resale of BST Services	98-00646	01/12/99
117	MPOWER Communications, Corp.	f/k/a MGC Communications	Full Range of Services	99-00993	02/15/00
118	MVX Communications, LLC		Resale of BST Services	99-00677	03/14/00
119	NA Communications, Inc. (NACI)	Net Access, Inc.	Full Range of Services	98-00597	08/10/99
120	Navigator Telecommunications, LLC		Full Range of Services	99-00726	01/26/00
121	Net-Tel Corp.		Resale of BST Services	98-00548	02/16/99
122	Network Access Solutions NAS)		Full Range of Services	99-00387	07/21/00
123	Network Plus, Inc.		Full Range of Services	98-00581	02/09/99
124	Network Telephone Corporation		Full Range of Services	00-00009	06/23/00
125	New Edge Network, Inc.		Full Range of Services	99-00714	03/28/00
126	New South Communications, Corporation		Full Range of Services	98-00325	06/30/98
127	New South Phone Connect		Resale of BST Services	00-00063	02/29/00

	COMPANY (CTSP or RESELLER)	CORPORATE AFFILIATIONS	SERVICES	DOCKET NO.	CCN APPLICATION APPROVED
128	NewPath Holdings, Inc.		Full Range of Services	00-00083	08/24/00
129	NOW Communications		Resale of BST Services	97-00911	08/19/97
130	NuStar Communications Corp.		Resale of BST Services	97-07447	01/06/98
131	NuVox Communications, Inc.	f/k/a TriVergent Communications, Inc. f/k/a State Communications	Full Range of Services	99-00806	01/26/00
132	O1 Communications of Tennessee, LLC		Full Range of Services	99-00861	02/22/01
133	Omniplex Communications Group, LLC		Resale of BST Services	98-00309	09/15/98
134	OnePoint Communications, Georgia LLC	Merged with Verizon Communications	Full Range of Services	00-00112	07/14/00
135	P. V. Tel., LLC		Resale of BST Services	98-00004	01/13/98
136	Pathnet, Inc.		Full Range of Services	00-00117	11/16/00
137	Phone Reconnect of America, LLC		Resale of BST Services	99-00594	11/23/99
138	Phone-Link, Inc.		Resale of BST Services	98-00274	06/30/98
139	Preferred Carrier		Resale of BST Services	96-00941	06/25/96
140	Premiere Network Services, Inc.		Full Range of Services	00-00632	10/12/00
141	Quintelco, Inc.		Resale of BST Services	97-01304	03/24/98
142	Qwest Communications Corporation		Full Range of Services	99-00922	03/21/01
143	Rhythm Link, Inc.	f/k/a ACI Corp.	Full Range of Services	99-00122	04/27/99
144	Rocky Topy Phone Service		Resale of BST Services	00-00332	05/09/00
145	SBC Telecom, Inc.	SBC Communications	Resale of BST Services	00-00025	03/28/00
146	Servi Sense.com, Inc.		Resale of BST Services	00-00557	08/01/00
147	Shared Communications Services, Inc.		Resale of BST Services	96-01160	01/07/97
148	Southern Telemanagement Group		Resale of BST Services	00-00104	03/14/00
149	SouthNet Telecomm Services, Inc.		Resale of BST Services	98-00534	10/20/98
150	Speedy Reconnect, Inc.		Resale of BST Services	99-00652	10/12/99
151	Sprint	Sprint Communication Co. L.P.	Full Range of Services	96-01153	10/03/96
152	State Discount Telephone, LLC		Resale of BST Services	00-00337	05/06/00
153	Sterling International Funding, Inc. d/b/a RECONEX		Resale of BST Services	97-01188	07/01/97
154	Suretel, Inc.		Resale of BST Services	00-00150	05/09/00
155	Talk America, Inc.	f/k/a Talk.com Holding Corp. d/b/a Network Services of New Hope & d/b/a The Phone Co.	Resale of BST Services	97-01217	06/30/98
156	TCG MidSouth, Inc.	Teleport Communications Group AT&T	Full Range of Services	97-00949	07/14/97
157	TeleConex, Inc.		Resale of BST Services	98-00353	09/15/98
158	TelePak Networks Inc.		Full Range of Services	00-00930	02/22/01
159	Telephone Company of Central Florida		Resale of BST Services	97-01283	12/07/97
160	Telergy Network Services		Full Range of Services	00-00661	07/13/01

	COMPANY (CTSP or RESELLER)	CORPORATE AFFILIATIONS	SERVICES	DOCKET NO.	CCN APPLICATION APPROVED
161	Tele-Source		Resale of BST Services	98-00092	03/10/98
162	Tele-Sys, Inc. d/b/a Access America		Resale of BST Services	96-00976	08/13/96
163	Teligent Services, Inc.		Full Range of Services	98-00210	05/05/98
164	TEL-LINK	Acquired by NOW	Resale of BST Services	97-00364	04/29/97
165	Tennessee Phone Service		Resale of BST Services	96-01618	04/29/97
166	Tennessee Telephone Service		Resale of BST Services	98-00639	11/03/98
167	The Other Phone Company, Inc. d/b/a Access One Communications		Resale of BST Services	98-00351	11/03/98
168	The Other Phone Company, Inc. d/b/a Omnicall		Resale of BST Services	98-00369	07/21/98
169	Time Warner Telecom of the Mid-South	Time Warner	Full Range of Services	93-02980	08/24/95
170	Tin Can Communications Company, LLC d/b/a The Cube		Resale of BST Services	99-00420	09/14/99
171	Total Telephone Concept, Inc.		Resale of BST Services	98-00667	11/17/98
172	Touch 1 Communications, Inc.		Resale of BST Services	98-00447	02/02/99
173	Touch America		Facility-based Reseller	00-00984	02/22/01
174	U S TelePacific Corp d/b/a TelePacific Communications		Full Range of Services	00-00697	12/14/00
175	U. S. Telecommunications, Inc.		Resale of BST Services	98-00446	01/19/99
176	U.S. Dial Tone	Texas Dial Tone, Inc.	Resale of BST Services	97-01384	08/19/97
177	U.S. Telco, Inc.		Resale of BST Services	97-00456	09/09/97
178	U.S. West Interprise America, Inc.	U.S. West	Private Line Frame Relay	97-01383	09/09/97
179	United Communication Systems, Inc.		Resale of BST Services	96-01202	02/04/97
180	US LEC of TN, Inc	US LEC of Tennessee L.L.C.	Full Range of Services	97-00387	07/15/97
181	USA Quick Phone	f/k/a Vast-Tel Communications, Inc. & One Source Utilities	Resale of BST Services	98-00311	07/21/98
182	USA Telecom, Inc.		Resale of BST Services	99-00633	10/12/99
183	Vectris Telecom, Inc.		Full Range of Services	00-00649	10/12/00
184	Verizon Select Services, Inc.	f/k/a GTE Communications Corp.	Resale of BST Services	97-00103	04/04/97
185	VIVO-TN, LLC		Full Range of Services	00-01092	05/02/01
186	Williams Communications, Inc. d/b/a Vyvx, Inc.		Full Range of Services	99-00398	09/15/99
187	WinStar Wireless, Inc.		Full Range of Services	95-03232	12/22/95
188	XO Tennessee, Inc.	f/k/a Nextlink of Tennessee	Full Range of Services	95-02502	09/29/95
189	XSPEDIUS Corp. (01/01)	f/k/a XSPEDIA Corporation	Full Range of Services	00-00572	08/23/00
190	Zephion Networks, Inc.	f/k/a Domino Networks Communications	Full Range of Services	01-00013	04/04/01
191	Z-Tel Communications		Full Range of Services	00-00861	03/22/01

	COMPANY (CTSP or RESELLER)	CORPORATE AFFILIATIONS	SERVICES	DOCKET NO.	CCN APPLICATION APPROVED

# **Exhibit No. DS-2**

## **Local Competition Status as of December 31, 2000**



# **LOCAL TELEPHONE COMPETITION: STATUS AS OF DECEMBER 31, 2000**

Industry Analysis Division  
Common Carrier Bureau  
Federal Communications Commission  
May 2001



This report is available for reference in the FCC's Reference Information Center, Courtyard Level, 445 12<sup>th</sup> Street, S.W., Washington, D.C. Copies may be purchased by calling International Transcription Services, Inc. (ITS) at (202) 857-3800. The report can also be downloaded from the **FCC-State Link** Internet site at <[www.fcc.gov/ccb/stats](http://www.fcc.gov/ccb/stats)>. For additional information, contact the Common Carrier Bureau's Industry Analysis Division at (202) 418-0940, or for users of TTY equipment, call (202) 418-0484.

## Local Telephone Competition: Status as of December 31, 2000

We present here summary statistics of the latest data on local telephone services competition in the United States as reported in the Commission's local competition and broadband data gathering program (FCC Form 477). The summary statistics provide a snapshot of local telephone service competition and state-specific mobile wireless telephone subscribership as of December 31, 2000.<sup>1</sup>

Based on the latest information now available, readers can draw the following broad conclusions:

- Competitive local exchange carriers (CLECs) reported 16.4 million (or 8.5%) of the approximately 194 million nationwide local telephone lines that were in service to end-user customers at the end of the year 2000, compared to 12.7 million (or 6.7% of nationwide lines) six months earlier. This represents a 29% growth in CLEC market size during the second half of the year 2000. See Table 1.
- About 60% of CLEC local telephone lines served medium and large business, institutional, and government customers at the end of the year 2000. By contrast, about 20% of incumbent local exchange carrier (ILEC) local telephone lines served such customers. See Table 2.
- CLECs reported providing about 35% of end-user customer lines over their own local loop facilities at the end of the year 2000.<sup>2</sup> To serve the remainder of their end-user lines, CLECs resell the

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<sup>1</sup> Qualifying carriers reported data for December 31, 2000 in filings due on March 1, 2001. (Qualification status is determined separately for each state. If a carrier has at least 10,000 local telephone lines in service in a state, it must file local telephone data for that state.) Earlier FCC Form 477 filings reported data as of December 31, 1999 and as of June 30, 2000. See Federal Communications Commission, Common Carrier Bureau, Industry Analysis Division, *Local Telephone Competition at the New Millennium* (rel. Aug. 2000) and *Local Telephone Competition: Status as of June 30, 2000* (rel. Dec. 2000), available at <[www.fcc.gov/ccb/stats](http://www.fcc.gov/ccb/stats)>. During this data gathering program, qualifying service providers will file FCC Form 477 each year on March 1 (reporting data for the preceding December 31) and September 1 (reporting data for June 30 of the same year). An updated FCC Form 477, and Instructions for that particular form, for each specific round of the data collection may be downloaded from the FCC Forms website at <[www.fcc.gov/formpage.html](http://www.fcc.gov/formpage.html)>. FCC Form 477 replaced a previous, voluntary data gathering program which was administered by the Common Carrier Bureau. See *Local Competition and Broadband Reporting*, CC Docket No. 99-301, Notice of Proposed Rulemaking, 14 FCC Rcd 18106 (rel. Oct. 22, 1999).

<sup>2</sup> A reporting carrier should own the "last mile" of wire, cable, or optical fiber that connects to the end-user premises (or own the equivalent fixed wireless facility) if it reports providing the local telephone line over its own facilities. In general, local exchange and exchange access lines provisioned over facilities (other than dark fiber) and services obtained from another carrier are not the reporting carrier's "own facilities" for purposes of this data collection, irrespective of whether those facilities or services are obtained under interconnection arrangements, under tariff, or by other means. In particular, owning the switch that provides dialtone (and other services) over a UNE loop leased from another carrier does not qualify a line as being provisioned over the reporting carrier's own facilities. We believe the reports of at least some CLECs are not consistent with these directions, and we expect such providers to report data more accurately as they gain experience with the program. We also expect that there may be some need (continued....)

services of other carriers or use unbundled network element (UNE) loops that they lease from other carriers.<sup>3</sup> See Table 3.

- ILECs reported providing about 6.8 million lines to other carriers on a resale basis at the end of the year 2000, compared to about 5.7 million lines six months earlier. The number of UNE loops that ILECs reported providing to other carriers increased more rapidly, by 62%, to a total of about 5.3 million.<sup>4</sup> See Table 4.
- Considering the technology deployed in the “last few feet” to the end-user customer’s premises, about 1% of nationwide local telephone lines in service at the end of the year 2000, or about 1.2 million lines, terminated at the end-user customer’s premises over coaxial cable facilities. Less than 1% of lines terminated over fixed wireless facilities. See Table 5.
- The Commission’s data collection program provides information about CLEC local telephone lines (and the CLEC share of total end-user lines in service) in individual states. Relatively large numbers of CLEC lines are associated with the more populous states.<sup>5</sup> With respect to the calculated CLEC *share* of local telephone lines in service, however, relatively large values are reported for some less populous states, such as Kansas, Louisiana, and Minnesota, as well as for some more populous states, such as New York and Texas. See Table 6.
- At least one CLEC reported providing service in the District of Columbia, in Puerto Rico, and in all states except Hawaii. Four or more CLECs reported serving customers in 34 states and the

(Continued from previous page) \_\_\_\_\_

for further clarification and adjustment of the reporting system. The Commission recently accepted comments on whether modifications should be made to this data collection. See *Local Competition and Broadband Deployment*, CC Docket No. 99-301, Second Notice of Proposed Rulemaking (rel. Jan. 19, 2001).

<sup>3</sup> UNE loops, as we use the term here, includes UNE loops leased from an ILEC on a stand-alone basis and also UNE loops leased in combination with UNE switching or with any other unbundled network element. For definitions of the various unbundled network elements, see *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket 96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, 15 FCC Rcd 3696, 3932-3952 (rel. Nov. 5, 1999).

<sup>4</sup> The numbers reported by ILECs may be slightly understated because smaller carriers are not required to report data. However, as the reporting ILECs account for about 98% of all ILEC lines, the understatement should not be large. (All ILECs, whether or not they normally report to the FCC, provide data on the number of telephone lines served to the National Exchange Carrier Association for use in conjunction with the Commission’s universal service mechanism.) We are less certain about the extent to which comparable lines as reported by CLECs are understated as a result of the state-specific reporting threshold, but we expect such understatement to be larger, on a percentage basis, than for ILECs.

<sup>5</sup> The first and second largest numbers of CLEC lines are reported for New York and Texas which are, respectively, the third and second most populous states. The most populous state, California, has the third largest number of CLEC lines reported.

District of Columbia.<sup>6</sup> See Table 7.

- The percentage of total CLEC end-user lines serving residential and small business customers varies among the states, and is generally lower than the corresponding ILEC percentage.<sup>7</sup> See Table 8.
- By comparison to the roughly 194 million fixed-facility<sup>8</sup> local telephone lines serving end-user customers, the 77 providers of mobile wireless telephone services that reported information served about 101 million subscribers at the end of the year 2000.<sup>9</sup> About 9% of these subscribers received their service via a mobile telephone service reseller. See Table 9.
- The Commission's data collection program requires CLECs and ILECs to identify each zip code in which the provider serves at least one customer.<sup>10</sup> As of December 31, 2000, at least one CLEC was serving customers in 56% of the nation's zip codes. About 88% of United States households reside in these zip codes. Moreover, multiple carriers report providing local telephone service in the major population centers of the country. See Table 10, Table 11, and the map that follows Table 11.

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<sup>6</sup> In the Form 477 due March 1, 2001, 165 ILECs filed a total of 331 state-specific reports on their local telephone service and 86 CLECs filed a total of 369 reports. Of these, 13 ILEC reports and 53 CLEC reports were from carriers that had fewer than 10,000 lines in a particular state and were thus voluntary. Qualifying carriers were required to report services in the fifty states, District of Columbia, Puerto Rico, and Virgin Islands. Carriers were invited, but not required, to make voluntary submissions for American Samoa, Guam, and the Northern Mariana Islands. No such voluntary submissions were received.

<sup>7</sup> The smallest difference occurs in New York (67% for ILECs and 63% for CLECs).

<sup>8</sup> That is, voice telephone lines provided by means of wireline or fixed wireless technology.

<sup>9</sup> Facilities-based providers with fewer than 10,000 mobile wireless telephone service subscribers in a state (measured by revenue-generating handsets in service) are not required to report. A facilities-based mobile wireless telephone service provider serves subscribers using spectrum licenses that it owns or manages.

<sup>10</sup> CLECs and ILECs are required to report, for states in which they have at least 10,000 local telephone lines in service, lists of zip codes where they have subscribers. Providers of mobile wireless telephone service do not report zip codes.

- In Florida, Georgia, New York, and Texas, at least one-quarter of the zip codes have seven or more reporting CLECs. By contrast, 8% of nationwide zip codes have seven or more reporting CLECs. See Table 12.

As other information from FCC Form 477 becomes available, it will be routinely posted on the Commission's Internet site. We invite users of the information presented in this statistical summary to provide suggestions for improved data collection and analysis by:

- Using the attached customer response form,
- E-mailing comments to [eburton@fcc.gov](mailto:eburton@fcc.gov),
- Calling the Industry Analysis Division at (202) 418-0940, or
- Participating in any formal proceedings undertaken by the Commission to solicit comments for improvement of FCC Form 477.

**Table 1**  
**Total End-User Lines Reported**

	<b>ILEC Lines</b>	<b>CLEC Lines</b>	<b>Total</b>	<b>CLEC Share</b>
December 1999	181,307,695	8,318,244	189,625,939	4.4%
June 2000	178,864,907	12,746,924	191,611,831	6.7
December 2000	177,420,655	16,397,393	193,818,048	8.5

**Table 2**  
**End-User Lines by Customer Type**

	<b>Reporting ILECs</b>			<b>Reporting CLECs</b>		
	<b>Residential &amp; Small Businesses</b>	<b>Other 1/</b>	<b>% Residential &amp; Small Business</b>	<b>Residential &amp; Small Businesses</b>	<b>Other 1/</b>	<b>% Residential &amp; Small Businesses</b>
December 1999	143,388,368	37,919,327	79%	3,373,662	4,944,582	41%
June 2000	140,486,770	38,378,137	79	4,597,807	8,149,117	36
December 2000	139,765,099	37,655,556	79	6,688,062	9,709,331	41

1/ Medium and large businesses, institutional, and government customers.

**Table 3**  
**Reporting Competitive Local Exchange Carriers**  
**(End-User Lines in Thousands)**

Date	CLECs Reporting	Total End-User Lines	Acquired Lines 1/	Percent	CLEC Owned Lines 2/	Percent
December 1999	81	8,318	5,471	65.8 %	2,847	34.2 %
June 2000	76	12,747	8,443	66.2	4,304	33.8
December 2000	87	16,397	10,649	64.9	5,748	35.1

1/ Lines acquired from other carriers as UNE loops or under resale arrangements.

2/ Lines provided over CLEC-owned "last-mile" facilities.

**Table 4**  
**Reporting Incumbent Local Exchange Carriers**  
**(Lines in Thousands)**

Date 1/	ILECs Reporting	Total Lines	End-User Lines	Lines Provided to Other Carriers			
				Lines Resold	UNE Loops Leased	Total	Percent of Total Lines
December 1997	9	159,008	157,132	1,743	133	1,876	1.2 %
June 1998	8	161,810	159,118	2,448	244	2,692	1.7
December 1998	7	164,614	161,191	3,062	361	3,423	2.1
June 1999	7	167,177	162,909	3,583	685	4,268	2.6
December 1999	168	187,431	181,308	4,649	1,474	6,123	3.3
June 2000	160	187,784	178,865	5,662	3,257	8,919	4.7
December 2000	170	189,512	177,421	6,822	5,269	12,091	6.4

1/ Data for December 1997 through June 1999 are from Common Carrier Bureau voluntary surveys. Data starting with December 1999 are from FCC Form 477 filings.

**Table 5**  
**End-user Access Lines by Type of Technology, in Thousands**  
**(As of December 31, 2000)**

Technology	ILECs		CLECs		Total	
	Lines (000s)	Percent	Lines (000s)	Percent	Lines (000s)	Percent
Coaxial Cable	62	0%	1,125	7%	1,187	1%
Fixed Wireless	29	0	451	3	480	0
Other (Including Traditional Wireline)	177,330	100	14,821	90	192,151	99
Total	177,421	100	16,397	100	193,818	100



**Table 6**  
**End-User Lines Served by Reporting Local Exchange Carriers**  
**(As of December 31, 2000)**

State	ILECs	CLECs	Total	CLEC Share
Alabama	2,351,704	191,299	2,543,003	8 %
Alaska	481,684	*	*	*
Arizona	3,073,779	146,480	3,220,259	5
Arkansas	1,733,035	*	*	*
California	23,467,042	1,492,585	24,959,627	6
Colorado	2,833,948	286,955	3,120,903	9
Connecticut	2,422,012	154,349	2,576,361	6
Delaware	555,913	*	*	*
District of Columbia	922,531	94,850	1,017,381	9
Florida	11,079,693	1,007,756	12,087,449	8
Georgia	4,820,788	551,316	5,372,104	10
Hawaii	744,205	0	744,205	0
Idaho	733,580	*	*	*
Illinois	7,887,152	831,917	8,719,069	10
Indiana	3,576,825	209,660	3,786,485	6
Iowa	1,413,303	164,069	1,577,372	10
Kansas	1,520,616	220,328	1,740,944	13
Kentucky	2,122,021	56,392	2,178,413	3
Louisiana	2,415,935	380,947	2,796,882	14
Maine	804,652	*	*	*
Maryland	3,802,622	165,502	3,968,124	4
Massachusetts	4,252,502	509,731	4,762,233	11
Michigan	6,283,406	382,073	6,665,479	6
Minnesota	2,961,241	503,775	3,465,016	15
Mississippi	1,304,145	68,891	1,373,036	5
Missouri	3,485,411	203,537	3,688,948	6
Montana	529,878	*	*	*
Nebraska	949,217	*	*	*
Nevada	1,394,708	*	*	*
New Hampshire	805,143	52,137	857,280	6
New Jersey	6,747,131	323,680	7,070,811	5
New Mexico	957,195	*	*	*
New York	10,962,969	2,769,814	13,732,783	20
North Carolina	5,071,853	286,436	5,358,289	5
North Dakota	317,270	*	*	*
Ohio	6,935,139	264,461	7,199,600	4
Oklahoma	1,636,845	102,456	1,739,301	6
Oregon	2,109,510	70,221	2,179,731	3
Pennsylvania	8,017,391	870,618	8,888,009	10
Puerto Rico	1,299,291	*	*	*
Rhode Island	627,784	*	*	*
South Carolina	2,260,645	108,233	2,368,878	5
South Dakota	309,349	*	*	*
Tennessee	3,291,602	296,281	3,587,883	8
Texas	12,063,098	1,687,586	13,750,684	12
Utah	1,174,625	114,649	1,289,274	9
Vermont	400,929	*	*	*
Virgin Islands	NA	0	0	0
Virginia	4,317,626	414,432	4,732,058	9
Washington	3,784,183	309,482	4,093,665	8
West Virginia	927,432	*	*	*
Wisconsin	3,223,663	321,720	3,545,383	9
Wyoming	256,434	*	*	*
Nationwide	177,420,655	16,397,393	193,818,048	8

Note: Carriers with under 10,000 lines in a state were not required to report.

\* Data withheld to maintain firm confidentiality.

**Table 7**  
**Number of Reporting Local Exchange Carriers**  
**(As of December 31, 2000)**

State	ILECs	CLECs	Total
Alabama	9	4	13
Alaska	4	2	6
Arizona	3	5	8
Arkansas	4	1	5
California	8	14	22
Colorado	3	6	9
Connecticut	2	6	8
Delaware	1	1	2
District of Columbia	1	7	8
Florida	8	19	27
Georgia	14	19	33
Hawaii	1	0	1
Idaho	4	1	5
Illinois	7	15	22
Indiana	7	12	19
Iowa	7	4	11
Kansas	5	6	11
Kentucky	11	4	15
Louisiana	5	8	13
Maine	6	2	8
Maryland	1	10	11
Massachusetts	1	11	12
Michigan	6	9	15
Minnesota	19	12	31
Mississippi	5	5	10
Missouri	7	8	15
Montana	7	2	9
Nebraska	6	3	9
Nevada	6	3	9
New Hampshire	5	4	9
New Jersey	3	10	13
New Mexico	2	2	4
New York	8	23	31
North Carolina	15	9	24
North Dakota	8	2	10
Ohio	10	10	20
Oklahoma	9	5	14
Oregon	8	5	13
Pennsylvania	10	18	28
Puerto Rico	1	1	2
Rhode Island	1	3	4
South Carolina	15	5	20
South Dakota	6	2	8
Tennessee	13	9	22
Texas	15	25	40
Utah	4	4	8
Vermont	4	1	5
Virgin Islands	0	0	0
Virginia	5	10	15
Washington	7	10	17
West Virginia	2	1	3
Wisconsin	10	10	20
Wyoming	2	1	3
Nationwide - Unduplicated	165	86	251
Total State Filings 1/	331	369	700
Required Filings 1/	318	316	634
Voluntary Filings 1/	13	53	66

1/ Each report represents all of a company's operations in a given state. Carriers with both ILEC and CLEC operations in the same state provide separate reports.

**Table 8**  
**Percentage of Lines Provided to Residential and Small Business Customers**  
**(As of December 31, 2000)**

State	ILECs	CLECs
Alabama	88%	5%
Alaska	64	*
Arizona	78	47
Arkansas	89	*
California	81	48
Colorado	75	58
Connecticut	85	43
Delaware	66	*
District of Columbia	33	13
Florida	87	22
Georgia	90	36
Hawaii	84	NA
Idaho	78	*
Illinois	76	38
Indiana	79	23
Iowa	75	54
Kansas	86	12
Kentucky	82	86
Louisiana	87	7
Maine	78	*
Maryland	64	10
Massachusetts	67	35
Michigan	79	25
Minnesota	75	19
Mississippi	87	45
Missouri	86	19
Montana	82	*
Nebraska	84	*
Nevada	77	*
New Hampshire	74	43
New Jersey	67	23
New Mexico	80	*
New York	67	63
North Carolina	86	10
North Dakota	79	*
Ohio	81	26
Oklahoma	86	29
Oregon	78	52
Pennsylvania	73	39
Puerto Rico	93	*
Rhode Island	71	*
South Carolina	86	33
South Dakota	69	*
Tennessee	89	14
Texas	85	52
Utah	74	29
Vermont	74	*
Virgin Islands	NA	NA
Virginia	67	41
Washington	78	28
West Virginia	76	*
Wisconsin	83	31
Wyoming	70	*
Nationwide	79%	41%

\* Data withheld to maintain firm confidentiality.

NA.: Not applicable; no data reported.

**Table 9**  
**Mobile Wireless Telephone Subscribers**

State	Dec 2000 Reporting Carriers 1/	Dec 2000 Percent Resold 2/	Subscribers Dec 1999	Subscribers June 2000	Subscribers Dec 2000	Percent Change Dec 99 - Dec 00
Alabama	9	1%	1,080,410	1,253,084	1,386,294	28%
Alaska	*	*	165,221	169,892	*	*
Arizona	11	7	1,125,321	1,624,668	1,829,695	63
Arkansas	5	2	719,919	715,467	743,928	3
California	10	5	8,544,941	12,283,369	12,649,508	48
Colorado	8	4	1,552,718	1,654,989	1,856,075	20
Connecticut	6	7	1,077,089	1,136,618	1,277,123	19
Delaware	6	0	270,848	275,219	371,014	37
District of Columbia	6	10	910,116	333,815	928,962	2
Florida	9	6	5,158,079	4,983,478	6,369,985	23
Georgia	11	6	2,538,983	2,687,238	2,739,000	8
Hawaii	7	0	288,425	454,364	524,291	82
Idaho	4	23	271,436	296,066	344,564	27
Illinois	10	10	3,922,482	4,309,660	5,143,767	31
Indiana	10	6	1,318,975	1,717,378	1,715,074	30
Iowa	7	62	774,773	975,629	832,106	7
Kansas	10	4	669,472	724,024	801,293	20
Kentucky	9	2	911,700	999,544	942,545	3
Louisiana	11	4	1,227,106	1,294,693	1,306,457	6
Maine	5	32	187,003	283,640	359,786	92
Maryland	7	6	1,473,494	2,013,058	1,894,251	29
Massachusetts	6	4	1,892,014	2,228,169	2,649,130	40
Michigan	11	9	3,512,813	3,423,535	3,488,826	- 1
Minnesota	12	2	1,550,411	1,595,560	1,740,654	12
Mississippi	7	0	673,355	509,038	786,577	17
Missouri	8	8	1,855,452	1,848,775	1,767,411	- 5
Montana	*	12	*	*	*	*
Nebraska	5	1	576,296	600,885	659,380	14
Nevada	6	3	750,335	825,163	684,752	- 9
New Hampshire	8	35	280,508	309,263	387,264	38
New Jersey	6	2	2,289,181	2,750,024	3,575,130	56
New Mexico	5	41	363,827	395,111	443,343	22
New York	6	11	4,833,816	5,016,524	5,736,660	19
North Carolina	11	13	2,536,068	2,730,178	3,105,811	22
North Dakota	*	2	*	*	*	*
Ohio	11	6	3,237,786	3,278,960	3,987,192	23
Oklahoma	13	10	826,637	979,513	2,271,755	175
Oregon	8	11	914,848	1,082,425	1,201,207	31
Pennsylvania	10	6	2,767,474	3,850,372	4,014,894	45
Puerto Rico	4	27	*	1,090,005	926,448	*
Rhode Island	6	39	279,304	313,550	355,889	27
South Carolina	9	7	1,137,232	1,236,338	1,392,586	22
South Dakota	*	3	*	*	*	*
Tennessee	10	11	1,529,054	1,876,444	1,962,568	28
Texas	19	8	5,792,453	6,705,423	7,489,180	29
Utah	8	5	643,824	692,006	750,244	17
Vermont	*	13	*	*	*	*
Virgin Islands	0	NA	*	0	0	NA
Virginia	12	8	1,860,262	2,447,687	2,450,289	32
Washington	9	8	1,873,475	2,144,767	2,286,082	22
West Virginia	6	25	241,265	347,916	355,989	48
Wisconsin	10	45	1,525,818	1,342,908	1,595,728	5
Wyoming	4	1	127,634	*	*	*
Nationwide	77	9%	79,696,083	90,643,058	101,212,054	27%

\* Data withheld to maintain firm confidentiality.

1/ Carriers with under 10,000 subscribers in a state were not required to report.

2/ Percentage of mobile wireless subscribers receiving their service from a mobile wireless reseller.

**Table 10**  
**Percentage of Zip Codes with Competitive Local Exchange Carriers**

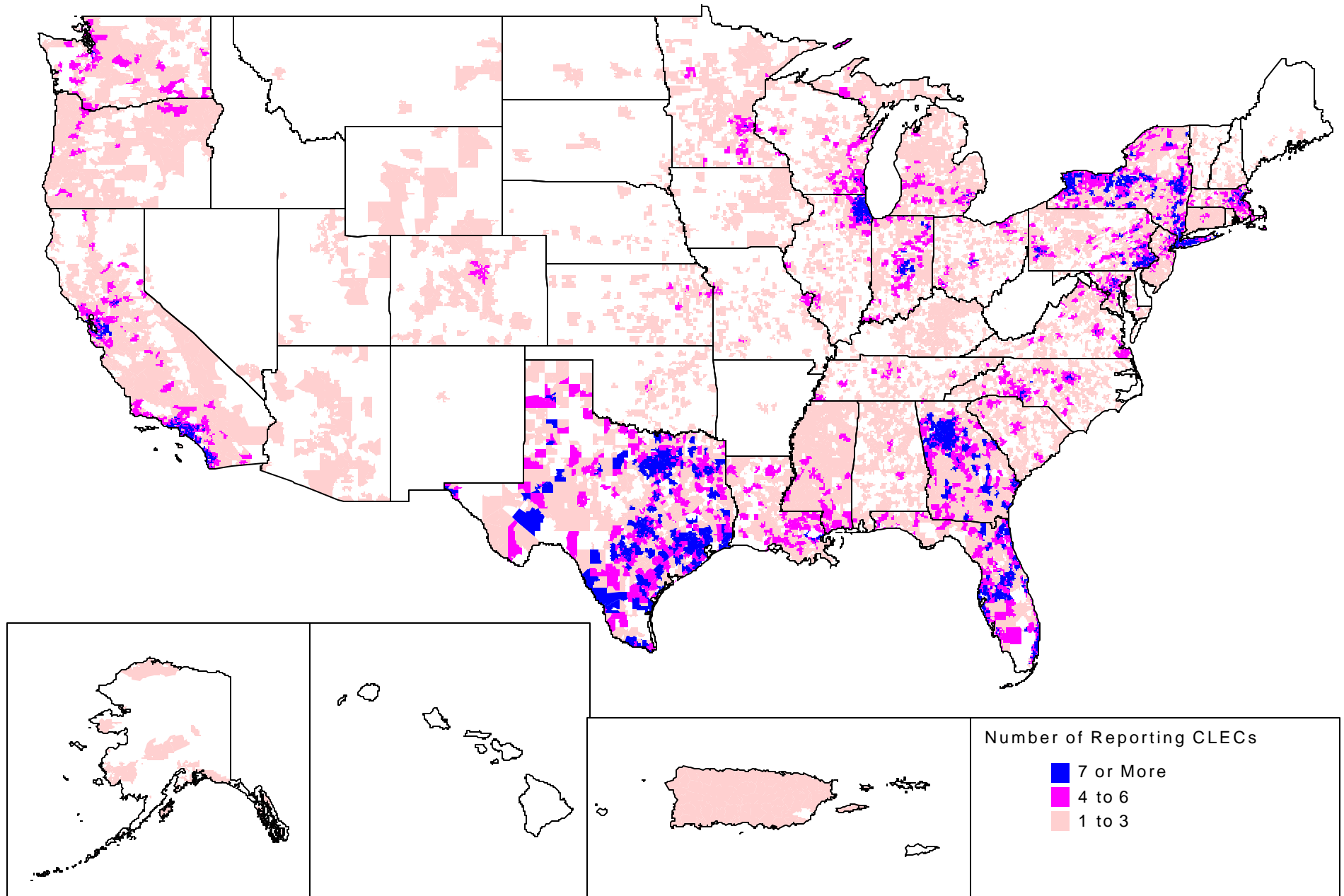
Number of CLECs	June 2000	December 2000
0	46.2 %	44.5 %
1	19.8	17.0
2	9.1	10.3
3	6.8	7.2
4	5.1	5.3
5	3.9	4.1
6	2.4	2.9
7	1.7	2.3
8	1.3	1.7
9	1.1	1.4
10 or More	2.6	3.4

**Table 11**  
**Households in Zip Codes with Competitive Local Exchange Carriers**

Number of CLECs	June 2000		December 2000	
	Households	Percentage	Households	Percentage
0	14,039,322	13.6	12,514,914	12.1
1	14,055,272	13.6	11,054,909	10.7
2	12,244,926	11.8	11,034,005	10.7
3	12,670,581	12.3	12,118,475	11.7
4	11,846,579	11.5	11,512,655	11.1
5	10,072,717	9.7	9,891,501	9.6
6	6,565,183	6.4	7,307,707	7.1
7	4,651,512	4.5	6,324,420	6.1
8	3,820,321	3.7	4,993,994	4.8
9	3,896,028	3.8	4,532,116	4.4
10	2,844,442	2.8	3,660,306	3.5
11	2,797,818	2.7	2,783,552	2.7
12	1,560,567	1.5	1,871,163	1.8
13	889,929	0.9	1,207,409	1.2
14	614,351	0.6	770,919	0.7
15	256,630	0.2	736,244	0.7
16	281,485	0.3	430,972	0.4
17	162,502	0.2	225,363	0.2
18	108,502	0.1	204,341	0.2
> 18	0	0.0	203,702	0.2

1/ Demographic Power Pack, Current Year Update (2000), MapInfo Corporation.

**Reporting CLECs by Zip Code**  
(As of December 31, 2000)



**Table 12**  
**Percentage of Zip Codes with Competitive Local Exchange Carriers**  
**(As of December 31, 2000)**

State	Number of CLECs					
	Zero	One - Three	Four	Five	Six	Seven or More
Alabama	45 %	51 %	4 %	0 %	0 %	0 %
Alaska	76	24	0	0	0	0
Arizona	45	55	0	0	0	0
Arkansas	97	3	0	0	0	0
California	15	39	10	8	7	21
Colorado	48	39	8	3	2	0
Connecticut	1	94	4	0	0	0
Delaware	95	5	0	0	0	0
District of Columbia	19	30	7	15	11	19
Florida	6	27	9	10	9	39
Georgia	7	48	7	6	6	27
Hawaii	100	0	0	0	0	0
Idaho	99	1	0	0	0	0
Illinois	50	27	4	2	2	15
Indiana	34	45	7	5	3	5
Iowa	64	36	0	0	0	0
Kansas	68	29	2	1	0	0
Kentucky	67	33	0	0	0	0
Louisiana	25	45	9	6	12	3
Maine	97	3	0	0	0	0
Maryland	37	35	9	7	6	7
Massachusetts	11	37	18	14	7	13
Michigan	23	61	7	5	2	1
Minnesota	46	42	4	5	2	1
Mississippi	9	80	10	1	0	0
Missouri	73	19	4	3	1	0
Montana	95	5	0	0	0	0
Nebraska	86	14	0	0	0	0
Nevada	61	39	0	0	0	0
New Hampshire	64	36	0	0	0	0
New Jersey	8	62	13	10	5	2
New Mexico	95	5	0	0	0	0
New York	7	38	8	8	7	32
North Carolina	49	35	4	5	4	3
North Dakota	94	6	0	0	0	0
Ohio	53	33	7	5	2	1
Oklahoma	71	27	2	0	0	0
Oregon	16	70	12	1	0	0
Pennsylvania	32	42	5	6	5	10
Puerto Rico	1	99	0	0	0	0
Rhode Island	46	54	0	0	0	0
South Carolina	41	45	14	0	0	0
South Dakota	90	10	0	0	0	0
Tennessee	58	33	6	3	0	0
Texas	16	30	7	6	4	36
Utah	60	40	0	0	0	0
Vermont	77	23	0	0	0	0
Virgin Islands	100	0	0	0	0	0
Virginia	50	34	7	6	2	1
Washington	29	40	11	12	4	3
West Virginia	100	0*	0	0	0	0
Wisconsin	51	30	5	7	4	2
Wyoming	74	26	0	0	0	0
Nationwide	44%	34%	5%	4 %	3%	9%

\* Greater than zero but less than 0.5%.

## Customer Response

Publication: *Local Telephone Competition: Status as of December 31, 2000*

You can help us provide the best possible information to the public by completing this form and returning it to the Industry Analysis Division of the FCC's Common Carrier Bureau.

1. Please check the category that best describes you:

☐ press  
☐ current telecommunications carrier  
☐ potential telecommunications carrier  
☐ business customer evaluating vendors/service options  
☐ consultant, law firm, lobbyist  
☐ other business customer  
☐ academic/student  
☐ residential customer  
☐ FCC employee  
☐ other federal government employee  
☐ state or local government employee  
☐ Other (please specify) \_\_\_\_\_

2. Please rate the report:
- |                      | Excellent                | Good                     | Satisfactory             | Poor                     | No opinion               |
|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Data accuracy        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Data presentation    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Timeliness of data   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Completeness of data | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Text clarity         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Completeness of text | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3. Overall, how do you rate this report?
- |  | Excellent                | Good                     | Satisfactory             | Poor                     | No opinion               |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

4. How can this report be improved?

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5. May we contact you to discuss possible improvements?

Name:

Telephone #:

To discuss the information in this report contact: call 202-418-0940 or for users of TTY equipment, call (202) 418-0484		
Fax this response to	Or	Mail this response to
202-418-0520		FCC/IAD Mail Stop 1600 F Washington, DC 20554



## **Exhibit No. DS-3**

CONTRACT NAME	STATUS	DOC. TYPE	SIGNED DATE	EFFECTIVE DATE	EXPIRATION DATE	CONTRACT TYPE
BellSouth Long Distance, Inc.	ACTIVE	Contract	NA	08/06/99	08/05/01	Collocation
BlueStar Networks, Inc.	ACTIVE	Contract	NA	08/30/99	08/29/01	Collocation
FPL FiberNet, LLC	ACTIVE	Contract	NA	03/31/00	03/20/02	Collocation
LEC Unwired, LLC	ACTIVE	Contract	NA	08/02/99	08/01/01	Collocation
MCI-WorldCom Network Services	ACTIVE	Contract	NA	10/01/99	09/30/01	Collocation
Pathnet, Inc. (Pathnet Operating, Inc.)	ACTIVE	Contract	NA	07/29/99	07/28/01	Collocation
Powertel Collocation	ACTIVE	Contract	04/09/01	04/09/01	09/22/02	Collocation
Progress Telecommunications, Inc.	ACTIVE	Contract	NA	05/18/00	05/17/02	Collocation
Stand Alone Cross Connect Agreement	ACTIVE	Contract	01/03/01	01/03/01	01/02/03	Collocation
Teleport Communications Group, Inc.	ACTIVE	Contract	NA	08/24/00	08/23/01	Collocation
1-800 RECONEX, INC.	ACTIVE	Contract	01/02/01	01/02/01	01/01/03	Interconnection
@Link Networks, Inc.	ACTIVE	Contract	NA	11/07/00	11/06/02	Interconnection
ACCESS Integrated Networks, Inc.	ACTIVE	Contract	NA	02/17/00	02/16/03	Interconnection
AT&T Communications of the South Central States, I	ACTIVE	Contract	NA	10/19/00	10/18/01	Interconnection
AXSYS, Inc. (Active)	ACTIVE	Contract	NA	07/24/98	07/23/01	Interconnection
Accutel of Texas, Inc.	ACTIVE	Contract	NA	08/11/00	08/10/01	Interconnection
Adtel Integrated Communications (FL,GA,TN)	ACTIVE	Contract	NA	07/19/00	07/18/02	Interconnection
Adelphia Stand Alone-TN	ACTIVE	Contract	04/05/01	04/05/01	04/04/02	Interconnection
Adelphia_Tennessee Renegotiation	ACTIVE	Contract	05/03/01	04/04/00	12/31/02	Interconnection
Aeneas	ACTIVE	Contract	01/09/01	01/09/01	01/08/03	Interconnection
AI-Call	ACTIVE	Contract	01/08/01	01/08/01	01/07/04	Interconnection
Alliance Network, Inc.	ACTIVE	Contract	NA	09/15/99	09/14/01	Interconnection
American Fiber Systems, Inc.	ACTIVE	Contract	04/03/01	04/03/01	12/31/02	Interconnection
Annox, Inc.	ACTIVE	Contract	NA	10/20/99	10/19/01	Interconnection
Arrow Communications	ACTIVE	Contract	05/09/01	05/09/01	05/08/03	Interconnection
Atlantic.net Broadband, Inc. - 2001 Adoption	ACTIVE	Adoption Paper	02/19/01	02/19/01	04/13/02	Interconnection
BTC Communications, Inc.	ACTIVE	Adoption Paper	01/31/01	01/31/01	07/31/02	Interconnection
Birch Telecom of the South, Inc. (Active)	ACTIVE	Contract	NA	07/14/00	07/13/02	Interconnection
BlueStar Networks, Inc. (FL, GA, KY, TN)	ACTIVE	Contract	NA	12/28/99	12/27/01	Interconnection
BroadRiver Communication	ACTIVE	Contract	03/29/01	03/29/01	06/29/03	Interconnection
BroadRiver Communication Corporation Standalone	ACTIVE	Contract	02/14/01	02/14/01	02/13/03	Interconnection
BroadStreet adoption of e.spire	ACTIVE	Adoption Paper	01/15/01	12/01/00	12/31/02	Interconnection
Broadband Office Communications, Inc.	ACTIVE	Contract	NA	04/01/00	03/31/02	Interconnection
Broadslate Networks, Inc.	ACTIVE	Contract	04/13/01	04/13/01	04/12/03	Interconnection
Business Telecom, Inc.	ACTIVE	Contract	NA	02/21/00	02/20/02	Interconnection
CGI, Inc. (MS, TN) (Active)	ACTIVE	Contract	NA	11/14/00	11/13/02	Interconnection
CKS, Inc. (AL,FL,KY,LA,MS,NC,SC,TN)	ACTIVE	Contract	NA	03/01/00	02/28/02	Interconnection
CPU Solutions Corp.	ACTIVE	Contract	NA	11/10/99	11/09/01	Interconnection
CRG International, Inc.	ACTIVE	Contract	NA	10/25/99	10/24/01	Interconnection
CTC Exchange Services, Inc.(AL,FL,GA,KY,LA,MS,TN)	ACTIVE	Contract	NA	07/18/00	07/17/02	Interconnection
CaroNet, Inc.	ACTIVE	Contract	NA	05/29/00	05/28/02	Interconnection
Cbeyond Communications, LLC (Active)	ACTIVE	Contract	NA	11/10/00	11/09/03	Interconnection
Cellular XL Associates, L.P. (Active)	ACTIVE	Contract	NA	12/17/99	12/16/01	Interconnection
Centennial Florida Switch Corporation	ACTIVE	Contract	NA	07/05/00	07/04/02	Interconnection
Chapel Services, Inc.	ACTIVE	Contract	NA	08/06/99	08/05/01	Interconnection
Choctaw	ACTIVE	Contract	12/18/00	12/18/00	12/17/02	Interconnection
Choctaw Communications, Inc. dba Smoke Signal Co	ACTIVE	Contract	12/18/00	12/18/00	12/17/01	Interconnection
Columbia Telecommunications, Inc. dba aXessa	ACTIVE	Contract	01/08/01	01/08/01	01/07/03	Interconnection
Communication Services Integrated, Inc.	ACTIVE	Contract	NA	09/20/99	09/19/01	Interconnection
Community Telephone Corporation (Active)	ACTIVE	Contract	NA	11/30/99	11/29/01	Interconnection
Compass Telecommunications, Inc. (Active 11-28-00)	ACTIVE	Contract	NA	11/28/00	11/27/02	Interconnection
Competitive Communications, Inc.	ACTIVE	Contract	02/26/01	02/26/01	02/25/03	Interconnection
Computer Business Sciences, Inc.	ACTIVE	Contract	NA	04/20/00	04/19/02	Interconnection
Connect! - a	ACTIVE	Contract	02/09/01	02/09/01	10/05/03	Interconnection
DIECA - UCLND Standalone Agreement	ACTIVE	Contract	05/30/01	05/30/01	05/30/02	Interconnection
DIECA Standalone - AL xDSL Rates	ACTIVE	Contract	05/30/01	05/30/01	05/30/02	Interconnection
DMJ Communications, Inc.	ACTIVE	Contract	NA	04/15/00	04/14/02	Interconnection
DSLnet Communications, LLC (FL,GA,TN)	ACTIVE	Adoption Paper	NA	11/17/00	12/27/01	Interconnection
DV2, Inc.	ACTIVE	Contract	NA	06/06/00	06/05/02	Interconnection
Daniel Island Media Corp	ACTIVE	Contract	01/31/01	01/31/01	12/31/02	Interconnection
Darien Communications, Inc.	ACTIVE	Adoption Paper	01/31/01	01/31/01	07/31/02	Interconnection
Diamond Telephone Services, Inc. (Active)	ACTIVE	Contract	NA	05/17/00	05/16/02	Interconnection
Dieca Communications	ACTIVE	Contract	06/20/01	06/20/01	06/19/02	Interconnection
Direct2Internet Corporation	ACTIVE	Contract	NA	09/12/00	09/11/02	Interconnection
Dixie-Net Communications, L.L.C. (Active)	ACTIVE	Contract	NA	07/20/00	07/19/02	Interconnection
E-Tel, LLC (New)	ACTIVE	Contract	04/02/01	11/20/00	11/19/02	Interconnection
E-Z Access USA, Inc.	ACTIVE	Contract	NA	12/17/99	12/16/01	Interconnection
Eagle Communications, Inc. (12-07-99)	ACTIVE	Contract	NA	12/07/99	12/06/01	Interconnection
Edge Connections, Inc.	ACTIVE	Contract	01/18/01	01/18/01	01/17/03	Interconnection
Electric Power Board of Chattanooga 2001	ACTIVE	Contract	05/16/01	05/16/01	05/15/03	Interconnection
Empire Telecom Services, Inc.	ACTIVE	Contract	NA	04/14/00	04/13/02	Interconnection
Ernest Communications, Inc.	ACTIVE	Contract	NA	04/27/00	04/26/02	Interconnection
Essex Communications, Inc.	ACTIVE	Contract	NA	04/04/00	04/03/02	Interconnection
FairPoint Communications Solutions Corp.	ACTIVE	Contract	NA	03/03/00	03/02/02	Interconnection
Florida Consolidated Multimedia Services	ACTIVE	Contract	NA	04/24/00	04/23/02	Interconnection
Focal Communications Corp.	ACTIVE	Adoption Paper	02/22/01	02/22/01	06/29/03	Interconnection
FreedomTel, Inc. (Active) (02-09-00)	ACTIVE	Contract	NA	02/09/00	02/08/02	Interconnection
Frontier Communications of America	ACTIVE	Contract	NA	10/17/00	04/24/02	Interconnection
Fuzion Wireless Communications, Inc.	ACTIVE	Contract	NA	04/25/00	04/24/02	Interconnection

GNet Telecom, Inc. (Active)	ACTIVE	Contract	NA		02/03/00	02/02/02	Interconnection
GSWave.com	ACTIVE	Adoption Paper		01/25/01	01/25/01	06/20/02	Interconnection
Gietel, Inc.	ACTIVE	Adoption Paper	NA		02/01/00	08/09/01	Interconnection
Global Crossing Local Services, Inc.	ACTIVE	Contract	NA		04/25/00	04/24/02	Interconnection
Grande Communications	ACTIVE	Adoption Paper		12/11/00	12/11/00	06/29/03	Interconnection
IDS Interconnection Renegotiation	ACTIVE	Contract		05/21/01	01/27/01	01/26/03	Interconnection
ITC DeltaCom Communications, Inc. (AL,FL,GA,KY,LA,MS,NC,SC,TN)	ACTIVE	Contract	NA		06/14/00	06/13/02	Interconnection
ITC*DeltaCom (TN)	ACTIVE	Contract		04/24/01	04/24/01	12/31/02	Interconnection
Interconnection Agmt DSL Telecom, Inc.	ACTIVE	Contract		06/14/01	06/14/01	06/13/03	Interconnection
Intercontinental Communications Group	ACTIVE	Contract	NA		05/25/00	05/24/02	Interconnection
International Web Technologies, Inc.	ACTIVE	Contract	NA		06/09/00	06/08/02	Interconnection
Intetech, L.C.	ACTIVE	Contract	NA		09/06/00	09/05/02	Interconnection
IntraLEC, Inc. (Active)	ACTIVE	Adoption Paper	NA		06/01/00	04/13/02	Interconnection
JTC Communications, Inc.	ACTIVE	Adoption Paper	NA		07/07/00	02/16/02	Interconnection
KMC Telecom Holdings, Inc.	ACTIVE	Contract	NA		10/06/00	10/05/03	Interconnection
Knology of AL,FL,GA,KY,NC,SC,TN, Inc.	ACTIVE	Contract		11/30/00	09/09/00	09/08/02	Interconnection
LS-One, Inc.	ACTIVE	Contract		03/09/01	03/09/01	03/08/03	Interconnection
LS-One, Inc.	ACTIVE	Adoption Paper	NA		07/28/00	03/28/02	Interconnection
Level 3 Communications, LLC (TN)	ACTIVE	Adoption Paper	NA		11/07/00	11/03/02	Interconnection
Level3 Communications, LLC Renegotiation	ACTIVE	Contract		04/25/01	01/01/01	12/31/03	Interconnection
Light Networks, Inc.	ACTIVE	Contract	NA		05/09/00	05/08/02	Interconnection
Lightyear Communications, Inc.	ACTIVE	Contract	NA		07/14/00	07/13/02	Interconnection
LineDrive adoption of Mpower with Changes	ACTIVE	Adoption Paper		03/21/01	12/01/00	06/20/02	Interconnection
MGC Communications, Inc.	ACTIVE	Contract	NA		06/21/00	06/20/02	Interconnection
MTS Communications	ACTIVE	Adoption Paper		03/19/01	03/19/01	07/17/02	Interconnection
Madison River Communications, LLC	ACTIVE	Contract		06/27/01	06/27/01	06/26/03	Interconnection
Maxcess, Inc. (Active)(08-01-00)	ACTIVE	Contract	NA		08/01/00	07/31/02	Interconnection
McLeodUSA Telecommunications Services, Inc.	ACTIVE	Contract		04/05/01	04/05/01	12/31/02	Interconnection
Memphis Network	ACTIVE	Contract		06/19/01	06/19/01	06/18/03	Interconnection
MetroLink Internet Services of Port St. Lucie, Inc.	ACTIVE	Contract	NA		02/01/00	08/10/01	Interconnection
Metropolitan Telecommunications, Inc.	ACTIVE	Contract	NA		10/11/00	12/31/02	Interconnection
MicroSun Telecommunications, Inc.	ACTIVE	Contract	NA		05/11/00	05/10/02	Interconnection
Momentum Business Solutions, Inc.	ACTIVE	Contract	NA		05/05/00	05/04/02	Interconnection
Money To Go, Inc.	ACTIVE	Contract	NA		05/17/00	05/16/02	Interconnection
NA Communications, Inc.	ACTIVE	Contract		12/12/00	12/12/00	12/11/02	Interconnection
NOS Communications, Inc.	ACTIVE	Adoption Paper		04/30/01	04/30/01	11/29/02	Interconnection
NOW Communications, Inc.	ACTIVE	Contract		04/16/01	04/16/01	04/15/03	Interconnection
NTERA, INC.	ACTIVE	Contract		04/18/01	04/18/01	04/17/03	Interconnection
NationNET Communications Corp - TN	ACTIVE	Contract		05/11/01	05/11/01	05/10/03	Interconnection
Nationslink Communications	ACTIVE	Contract		01/26/01	01/26/01	01/25/03	Interconnection
Navigator Telecommunications, LLC (Active)(08-22-00)	ACTIVE	Contract	NA		08/22/00	08/21/02	Interconnection
Network Access Solutions Corporation	ACTIVE	Contract		03/20/01	03/20/01	03/19/03	Interconnection
Network Telephone Corporation	ACTIVE	Contract		05/17/01	05/17/01	05/16/03	Interconnection
New Access Communications LLC	ACTIVE	Contract		06/01/01	06/01/01	05/31/03	Interconnection
NewSouth Communications Corp.	ACTIVE	Contract		05/18/01	05/18/01	05/17/03	Interconnection
North American Telecommunications Corporation	ACTIVE	Contract	NA		09/25/00	09/24/02	Interconnection
NorthPoint Communications, Inc.	ACTIVE	Contract	NA		11/29/00	11/28/02	Interconnection
NuStar Telephone Co., Inc. dba Televia Communications	ACTIVE	Contract		05/03/01	05/03/01	05/02/03	Interconnection
Oltronics, Inc.	ACTIVE	Contract	NA		04/13/00	04/12/02	Interconnection
OnePoint Communications-Georgia	ACTIVE	Contract		05/06/01	05/06/01	12/31/02	Interconnection
PNG Telecommunications	ACTIVE	Contract		06/11/01	06/11/01	06/10/03	Interconnection
Pathnet, Inc. (Pathnet Operating, Inc.)	ACTIVE	Contract	NA		06/20/00	06/19/02	Interconnection
Phone Link Interconnection Agmt	ACTIVE	Contract		03/12/01	03/12/01	03/11/03	Interconnection
Pointcom, Inc.(AL,FL,GA,KY,LA,MS,NC,SC,TN)	ACTIVE	Contract	NA		08/11/00	08/10/02	Interconnection
Preferred Carrier Services, Inc.	ACTIVE	Contract		12/13/00	12/13/00	12/12/02	Interconnection
Premiere Network Services - TN	ACTIVE	Adoption Paper		06/06/01	06/06/01	06/15/02	Interconnection
Premiere Network Services, Inc.	ACTIVE	Contract		12/22/00	12/22/00	12/31/02	Interconnection
Progress Telecommunications Corp.	ACTIVE	Adoption Paper		03/09/01	03/09/01	05/28/02	Interconnection
ReFlex Communications, Inc.	ACTIVE	Contract	NA		11/16/00	11/15/02	Interconnection
Reed Communications	ACTIVE	Contract		02/09/01	02/09/01	02/08/03	Interconnection
Rhythms Links Inc. - Renego	ACTIVE	Contract		06/12/01	06/12/01	06/11/03	Interconnection
SBC Telecom - TN	ACTIVE	Contract	NA		06/16/00	06/15/02	Interconnection
Sail Networks, Inc.	ACTIVE	Contract	NA		09/14/00	09/13/02	Interconnection
Signature Communications, Inc.	ACTIVE	Contract	NA		04/18/00	04/17/02	Interconnection
South Carolina Net, Inc.	ACTIVE	Adoption Paper	NA		09/29/00	06/29/03	Interconnection
Southeastern Services, Inc.	ACTIVE	Contract	NA		09/21/99	09/20/01	Interconnection
Sprint Communications Company LP - TN HFS, LML	ACTIVE	Contract		05/14/01	05/14/01	05/13/03	Interconnection
SwiftTel Communications, Inc.	ACTIVE	Contract	NA		09/15/00	09/14/02	Interconnection
TLX Communications, Inc.	ACTIVE	Contract	NA		06/13/00	06/12/02	Interconnection
Talk.com Holding Corporation	ACTIVE	Adoption Paper	NA		05/22/00	02/16/02	Interconnection
TelWest Communications LLC	ACTIVE	Contract		07/06/01	07/06/01	07/05/03	Interconnection
Tele-SyS, Inc.	ACTIVE	Contract	NA		06/28/00	06/27/02	Interconnection
Telepak Networks, Inc. (2001)	ACTIVE	Contract		03/16/01	03/16/01	03/15/03	Interconnection
Telephone Company of Central Florida - B	ACTIVE	Contract		12/05/00	12/05/00	12/04/02	Interconnection
Telcor, Inc.	ACTIVE	Contract		02/26/01	02/26/01	02/25/03	Interconnection
Teligent Services, Inc. Interconnection Agmt	ACTIVE	Contract		04/19/01	04/19/01	12/31/02	Interconnection
The Basico Group, Inc. (AL, GA, KY, LA, MS, NC, SC, TN)	ACTIVE	Contract	NA		01/22/00	01/21/02	Interconnection
Time Warner Telecom (TN)	ACTIVE	Contract		12/15/00	12/15/00	12/14/02	Interconnection
TriComm, Inc.	ACTIVE	Contract	NA		05/30/00	05/29/02	Interconnection
TriVergent Communications, Inc. (Active)	ACTIVE	Contract	NA		06/30/00	06/29/03	Interconnection

Tristar Communications	ACTIVE	Contract	NA		04/01/98	03/31/01 Interconnection
U.S. South Communications, Inc.	ACTIVE	Contract		04/05/01	04/05/01	04/04/03 Interconnection
UNICOM Communications, LLC	ACTIVE	Contract	NA		12/10/99	12/09/01 Interconnection
US LEC Adoption of XO TN	ACTIVE	Adoption Paper		03/27/01	01/01/00	11/03/02 Interconnection
USA Digital, Inc.	ACTIVE	Contract	NA		03/08/00	03/07/02 Interconnection
Urban Media of Florida, Inc.	ACTIVE	Adoption Paper	NA		06/30/00	02/16/02 Interconnection
Urban Media of Georgia, Inc.	ACTIVE	Adoption Paper	NA		09/12/00	02/16/02 Interconnection
VBI 2000, LLC	ACTIVE	Contract	NA		11/22/99	11/21/01 Interconnection
Velocity Networks of Kentucky, Inc.	ACTIVE	Contract	NA		09/01/00	08/31/02 Interconnection
Vivo-TN, LLC	ACTIVE	Adoption Paper		04/09/01	04/09/01	11/03/02 Interconnection
Wakul, Inc.	ACTIVE	Contract	NA		10/16/00	10/15/02 Interconnection
WebShoppe Communications	ACTIVE	Adoption Paper	NA		10/09/00	02/16/02 Interconnection
WinStar Wireless, Inc.	ACTIVE	Contract	NA		07/28/00	07/27/01 Interconnection
WorkNet Communications, Inc.	ACTIVE	Contract	NA		10/24/00	02/16/02 Interconnection
XO Tennessee, Inc. (Active)	ACTIVE	Contract	NA		11/04/99	11/03/02 Interconnection
Xspedius - LEC Unwired - Merger	ACTIVE	Contract		04/04/01	04/04/01	12/31/02 Interconnection
Xspedius Corp.	ACTIVE	Contract	NA		01/01/00	12/31/02 Interconnection
YeiPOST Network Solutions	ACTIVE	Contract		06/05/01	06/05/01	06/04/03 Interconnection
Z-Tel Communications, Inc.	ACTIVE	Contract		11/30/00	11/30/00	11/29/02 Interconnection
Zephion Networks Communications, Inc. (ZNC) Inter	ACTIVE	Contract		04/12/01	04/12/01	04/11/03 Interconnection
e.spire Communications, Inc.	ACTIVE	Contract	NA		01/01/00	12/31/02 Interconnection
A Plus Connect, LLC	ACTIVE	Contract	NA		12/23/99	12/22/01 Resale
A-1 Mobile Technologies, Inc.- A	ACTIVE	Contract		02/01/01	02/01/01	01/31/03 Resale
A-Tech Telecom, Inc.	ACTIVE	Contract		12/29/00	12/29/00	12/28/02 Resale
AA Telecom	ACTIVE	Contract	NA		08/06/00	08/05/02 Resale
ABC Communications, Inc.	ACTIVE	Contract	NA		09/23/99	09/22/01 Resale
ABC Connect (Active)	ACTIVE	Contract	NA		05/22/00	05/21/02 Resale
ABC Telcom, Inc.	ACTIVE	Contract	NA		03/21/00	03/20/02 Resale
AM-TEL, Inc.	ACTIVE	Contract	NA		12/09/99	12/08/01 Resale
Advantel Renegotiation	ACTIVE	Contract		03/13/01	03/13/01	03/12/03 Resale
AllPage, Inc.	ACTIVE	Contract	NA		08/09/00	08/08/02 Resale
AllSouth Phone Connect	ACTIVE	Contract	NA		02/14/00	02/13/02 Resale
Alternative Phone, Inc. (Active)	ACTIVE	Contract	NA		12/04/00	12/03/02 Resale
Alternative Telecommunications, Inc.	ACTIVE	Contract	NA		10/02/00	10/01/02 Resale
AmTel Communications, Inc.	ACTIVE	Contract		12/07/00	12/07/00	12/06/02 Resale
AmeriMex Communications Corp. (Active)	ACTIVE	Contract	NA		11/17/00	11/16/02 Resale
American Communications, Inc.(Active)(08-10-00)	ACTIVE	Contract	NA		08/10/00	08/09/02 Resale
American Fiber Networks, Inc.	ACTIVE	Contract	NA		02/14/00	02/13/02 Resale
American Prepaid Telephone Service, LLC	ACTIVE	Contract		01/19/01	01/19/01	01/18/03 Resale
Appliance and TV Rentals, Inc. (Active)	ACTIVE	Contract	NA		12/23/99	12/22/01 Resale
Aspire Telecom, Inc.	ACTIVE	Contract	NA		03/15/00	03/14/02 Resale
BUDGET COM.LLC	ACTIVE	Contract	NA		06/15/00	06/14/02 Resale
BasicPhone, Inc.	ACTIVE	Contract	NA		07/18/00	07/17/02 Resale
Best Communications	ACTIVE	Contract		02/28/01	02/28/01	02/27/03 Resale
Budget Phone	ACTIVE	Contract		01/08/01	01/08/01	01/07/03 Resale
Buy-Tel Communications, Inc.	ACTIVE	Contract	NA		02/02/00	02/01/02 Resale
CAT Communications International (CCI), Inc.	ACTIVE	Contract	NA		09/20/99	09/19/01 Resale
CBX Communications New Resale	ACTIVE	Contract		03/01/01	03/01/01	02/28/03 Resale
Ci2 Incorporated	ACTIVE	Contract		01/25/01	01/25/01	01/24/03 Resale
CPI Communications Network, Inc.	ACTIVE	Contract	NA		11/10/00	11/09/02 Resale
Carilink International, Inc. - Initial	ACTIVE	Contract		06/25/01	06/25/01	06/24/03 Resale
Chapel Services	ACTIVE	Contract		03/09/01	03/09/01	03/08/03 Resale
Ciera Network Systems, Inc.	ACTIVE	Contract	NA		09/09/99	09/08/01 Resale
Citizen Phone, Inc.	ACTIVE	Contract		01/22/01	01/22/01	01/21/03 Resale
Colmena Corporation	ACTIVE	Contract	NA		11/22/99	11/21/01 Resale
Columbus Catalog Sales, Inc. (Active)(09-15-00)	ACTIVE	Contract	NA		09/15/00	09/14/02 Resale
Comm South Companies, Inc. (Active)	ACTIVE	Contract	NA		09/01/99	10/31/03 Resale
Communications Brokerage Services, Inc.	ACTIVE	Contract	NA		03/19/00	03/18/02 Resale
Comtec America, Inc.	ACTIVE	Contract	NA		03/25/98	03/24/02 Resale
Consumers Telephone and Telecom, LLC	ACTIVE	Contract	NA		09/05/00	09/04/02 Resale
Coral Bay Financial Corporation - A	ACTIVE	Contract		12/12/00	12/12/00	12/11/02 Resale
Credit Loans, Inc., dba Lone Star State Telephone C	ACTIVE	Contract		03/22/01	03/22/01	03/21/03 Resale
Crystal Clear Connection, Inc.	ACTIVE	Contract	NA		12/23/99	12/22/01 Resale
DAVCO, Inc.	ACTIVE	Contract		03/09/01	03/09/01	03/08/03 Resale
DPI-Teleconnect, LLC	ACTIVE	Contract	NA		11/05/98	11/04/01 Resale
Datacom, Inc.	ACTIVE	Contract	NA		07/18/00	07/17/02 Resale
Deland Actel, Inc.	ACTIVE	Contract	NA		04/18/00	04/17/02 Resale
Delta Phones, Inc.	ACTIVE	Contract	NA		10/30/00	10/29/02 Resale
Dialogica Communications Renegotiation	ACTIVE	Contract		03/14/01	03/14/01	03/13/03 Resale
Digital Communication Technology, Inc.	ACTIVE	Contract	NA		04/18/00	04/17/02 Resale
Direct-Tel USA, LLC -a	ACTIVE	Contract		06/19/01	06/19/01	06/18/03 Resale
ET Telephone, Inc.	ACTIVE	Contract	NA		12/06/00	12/05/02 Resale
EZ Phone Inc. - a	ACTIVE	Contract		06/05/01	06/05/01	06/04/03 Resale
EZ Talk Communications, Inc. (AL, FL, GA, KY, MS,	ACTIVE	Contract	NA		02/16/00	02/15/02 Resale
EZ Telephone, Inc. (Active)	ACTIVE	Contract	NA		08/09/00	08/08/02 Resale
Easy Telephone Service	ACTIVE	Contract		05/25/01	05/25/01	05/24/03 Resale
Excelink Communications, Inc. - A	ACTIVE	Contract		12/11/00	12/11/00	12/10/02 Resale
Express Connection, LLC (Active)	ACTIVE	Contract	NA		06/26/00	06/25/02 Resale
Express Paging, Inc.	ACTIVE	Contract	NA		02/29/00	02/28/02 Resale
Express Phone Service, Inc.	ACTIVE	Contract	NA		02/01/00	01/31/02 Resale

Express Telecommunications, Inc. (ETI) (Active)	ACTIVE	Contract	NA	05/22/00	05/21/02	Resale
Express Title Financial Corporation (Active)	ACTIVE	Contract	NA	11/30/99	11/29/01	Resale
Fair Financial, LLC	ACTIVE	Contract	NA	12/09/99	12/08/01	Resale
Fast Phones, Inc. - a	ACTIVE	Contract	02/23/01	02/23/01	02/22/03	Resale
Financial Solution Buyers Network	ACTIVE	Contract	NA	02/24/00	02/23/02	Resale
Fiatel, Inc. (Active)	ACTIVE	Contract	NA	01/31/00	01/30/02	Resale
GS Communications dba Beep 'N' Talk	ACTIVE	Contract	03/29/01	03/29/01	03/28/03	Resale
Ganoco, Inc.	ACTIVE	Contract	NA	05/16/00	05/15/02	Resale
Georgia Telephone Services, Inc.	ACTIVE	Contract	NA	02/14/00	02/13/02	Resale
Gildra's Communications, Inc. Adoption Agreement	ACTIVE	Adoption Paper	05/03/01	05/03/01	02/15/02	Resale
Global Connection of America, Inc.	ACTIVE	Contract	NA	02/21/00	02/20/02	Resale
Global Interactive Communications Corporation	ACTIVE	Contract	NA	07/29/99	07/28/01	Resale
Global TeleLink Services	ACTIVE	Contract	NA	10/24/00	10/23/02	Resale
Go-Comm, Inc. (Active) (10-31-00)	ACTIVE	Adoption Paper	NA	10/30/00	07/31/02	Resale
Gulf Coast States Telecommunications, Inc. (Active)	ACTIVE	Contract	NA	11/01/00	10/31/02	Resale
HJN Telecom, Inc. (Active) (09-13-00)	ACTIVE	Contract	NA	09/13/00	09/12/02	Resale
Holt & Company(i) - Initial	ACTIVE	Contract	06/19/01	06/19/01	06/18/03	Resale
I-Net Communications, Inc.	ACTIVE	Contract	04/20/01	04/20/01	04/19/03	Resale
Image Access Inc. (ACTIVE)	ACTIVE	Contract	NA	04/24/00	04/23/02	Resale
InterCept Communications Technologies, Inc.	ACTIVE	Contract	NA	10/27/99	10/26/01	Resale
Interlink Network Resources	ACTIVE	Contract	05/04/01	05/04/01	05/03/03	Resale
Internet Service 2000 & Pagers - Reneg.	ACTIVE	Contract	06/04/01	06/04/01	06/03/03	Resale
JTC Communications, Inc. (Active 07-06-02)	ACTIVE	Contract	NA	07/07/00	07/06/02	Resale
Jerry La Quiere	ACTIVE	Contract	06/14/01	06/14/01	06/13/03	Resale
Jesse Wheeler	ACTIVE	Contract	NA	11/01/00	10/31/02	Resale
Jilapuhn, Inc., dba Tel-America Communications	ACTIVE	Contract	01/23/01	01/23/01	01/22/03	Resale
Kancharla Corporation	ACTIVE	Contract	NA	10/02/00	10/01/02	Resale
King Tel, Inc. 3Q00	ACTIVE	Contract	06/01/01	06/01/01	05/31/03	Resale
LTS of Rocky Mount, LLC	ACTIVE	Contract	01/30/01	01/30/01	01/29/03	Resale
Lightning Communications, Inc. - A	ACTIVE	Contract	12/06/00	12/06/00	12/05/02	Resale
Local Telecom Service, LLC	ACTIVE	Contract	NA	11/05/98	11/04/01	Resale
MET Communications, Inc. (Dormant)	ACTIVE	Contract	NA	11/19/99	11/18/01	Resale
Mainstream Communications, LLC	ACTIVE	Contract	NA	11/29/00	11/28/02	Resale
Max-Tel Communications, Inc.	ACTIVE	Contract	NA	01/18/00	01/17/02	Resale
MexiTels Communications	ACTIVE	Contract	12/13/00	12/13/00	12/12/02	Resale
Mexitel Servicios de Telefonos	ACTIVE	Contract	NA	09/06/00	09/05/02	Resale
Mid Atlantic Telephone Company (Active) (08-17-00)	ACTIVE	Contract	NA	08/17/00	08/16/02	Resale
Midwestern Telecommunications, Inc.	ACTIVE	Contract	NA	11/07/00	11/06/02	Resale
Miracle Communications	ACTIVE	Contract	NA	10/24/00	10/23/02	Resale
Moses Communications, Inc.	ACTIVE	Contract	NA	07/27/00	07/26/02	Resale
My-Tel, Inc.	ACTIVE	Contract	NA	01/19/00	01/18/02	Resale
NOW Communications, Inc. (Active)	ACTIVE	Contract	NA	08/01/00	07/31/02	Resale
National Credit Association	ACTIVE	Contract	NA	11/29/99	11/28/01	Resale
National Telecom, LLC	ACTIVE	Contract	NA	09/27/00	09/26/02	Resale
NeTel, Inc., dba TEL3	ACTIVE	Contract	NA	08/31/99	08/30/01	Resale
New Dimension Communications, Inc.	ACTIVE	Contract	02/28/01	02/28/01	02/27/03	Resale
NorCom, Inc.	ACTIVE	Contract	NA	07/14/00	07/13/02	Resale
Nustar Communications, Corp. (Active)	ACTIVE	Contract	NA	02/10/00	02/09/02	Resale
Ohio County Networks	ACTIVE	Contract	NA	01/03/00	01/02/02	Resale
OmniCall, Inc. (11-11-99) (Active)	ACTIVE	Contract	NA	11/11/99	11/10/01	Resale
Omniplex Communications Group, LLC	ACTIVE	Contract	NA	02/08/00	02/07/02	Resale
Paramount Communications Inc.	ACTIVE	Contract	05/03/01	05/03/01	05/02/03	Resale
Personal Paging Systems, Inc.	ACTIVE	Contract	01/22/01	01/22/01	01/21/03	Resale
Phone Reconnect of America, LLC (Reneg)	ACTIVE	Contract	06/25/01	06/25/01	06/24/03	Resale
Pinnacle Telcom, Inc.	ACTIVE	Contract	NA	03/01/00	02/28/02	Resale
Positive Investments, Inc.	ACTIVE	Contract	NA	10/20/00	10/19/02	Resale
Premier Connection, Inc.	ACTIVE	Contract	NA	10/28/99	10/27/01	Resale
Push Button Paging & Communications, Inc. (Active)	ACTIVE	Contract	NA	02/12/00	02/11/02	Resale
Pyramid Communications Services	ACTIVE	Contract	NA	03/14/00	03/13/02	Resale
Quality Telephone Resale Agreement	ACTIVE	Contract	02/09/01	02/09/01	02/08/03	Resale
Quick-Tel Communications, Inc.	ACTIVE	Contract	NA	02/25/00	02/24/02	Resale
Qwest Communications Services, Inc.	ACTIVE	Contract	NA	08/04/00	08/03/02	Resale
Qwik-Com Communications, LLC	ACTIVE	Contract	04/10/00	04/10/00	04/09/02	Resale
REI Communications 3Q00	ACTIVE	Contract	05/25/01	05/25/01	05/24/03	Resale
RGW Communications, Inc. - a	ACTIVE	Contract	04/30/01	04/30/01	04/29/03	Resale
SANDHILLS TELECOMMUNICATIONS GROUP, INC.	ACTIVE	Contract	NA	07/28/00	07/27/02	Resale
SPARDI	ACTIVE	Contract	01/29/01	01/29/01	01/28/03	Resale
ServiSense.com, Inc.	ACTIVE	Contract	NA	06/08/00	06/07/02	Resale
Seven Bridges (fka EFS, Inc. dba First Choice)	ACTIVE	Contract	05/14/01	05/14/01	05/11/03	Resale
Smart-Tel - Initial Resale	ACTIVE	Contract	02/22/01	02/22/01	02/21/03	Resale
Source One Communications, Inc.	ACTIVE	Contract	NA	02/17/00	02/16/02	Resale
Southeastern Area Regional Communications, Inc.	ACTIVE	Contract	NA	05/18/00	05/17/02	Resale
Southeastern Communications, Inc.	ACTIVE	Contract	NA	07/05/00	07/04/02	Resale
Southern Telecommunications Company, LLC (Active)	ACTIVE	Contract	NA	08/21/00	08/20/02	Resale
Southern Telemanagement Group, Inc. (Active)	ACTIVE	Contract	NA	08/16/00	08/15/02	Resale
Speedy Reconnect, Inc. (Active 06-28-00)	ACTIVE	Contract	NA	06/28/00	06/27/02	Resale
State Discount Telephone LLC	ACTIVE	Contract	NA	04/24/00	04/23/02	Resale
Sun-Tel USA, Inc. 3Q00	ACTIVE	Contract	03/30/01	03/30/01	03/29/03	Resale
Suretel Inc.	ACTIVE	Contract	NA	03/30/00	03/29/02	Resale
TZAK WIRELESS, INC.	ACTIVE	Contract	NA	06/14/00	06/13/02	Resale

Talk Time Communications, LTD (Active)(09-05-00)	ACTIVE	Contract	NA	09/05/00	09/04/02	Resale
TelSon Communications, Inc.	ACTIVE	Contract	NA	10/03/00	10/02/02	Resale
Tele-Source	ACTIVE	Contract	NA	02/01/00	01/31/02	Resale
Tele-phone Communications, Inc.	ACTIVE	Contract	NA	04/21/00	04/20/02	Resale
Teleconex, Inc.	ACTIVE	Contract	NA	11/25/99	11/24/01	Resale
Telephone One, Inc. Resale	ACTIVE	Contract	06/04/01	06/04/01	06/03/03	Resale
Tennessee Phone Service, Inc. - a	ACTIVE	Contract	02/21/01	07/01/01	06/30/03	Resale
Tennessee Telephone Service	ACTIVE	Contract	NA	02/22/00	02/21/02	Resale
Texas Hometel, Inc. dba 877-RING AGAIN - a	ACTIVE	Contract	03/13/01	03/13/01	03/12/03	Resale
The Mobile Phone Company, Inc.	ACTIVE	Contract	NA	03/19/00	03/18/02	Resale
The MoneyPlace, LLC	ACTIVE	Contract	01/15/01	01/15/01	01/14/03	Resale
The Telephone Connection, Inc.	ACTIVE	Contract	NA	04/07/00	04/06/02	Resale
Tin Can Communications, L.L.C.	ACTIVE	Contract	NA	02/14/00	02/13/02	Resale
Tower Communications, Inc.	ACTIVE	Contract	NA	03/10/00	03/09/02	Resale
Trans National Tel, Inc.	ACTIVE	Contract	06/14/01	06/14/01	06/13/03	Resale
Trusted Net Media Holdings, LLC	ACTIVE	Contract	NA	04/04/00	04/03/02	Resale
US Phone, Inc.	ACTIVE	Contract	NA	03/29/00	03/28/02	Resale
USA Quick Phone, Inc.	ACTIVE	Contract	NA	03/21/00	03/20/02	Resale
USA Telecom, Inc.	ACTIVE	Contract	NA	05/25/00	05/24/02	Resale
United States Telecommunications, Inc. (Active)	ACTIVE	Contract	NA	06/23/00	06/22/02	Resale
Unity Acquisition Company, Inc.	ACTIVE	Contract	NA	01/27/00	01/26/02	Resale
Universal Telecom, Inc. (Active 10-16-00)	ACTIVE	Contract	NA	10/16/00	10/15/02	Resale
Voice Magic Telecommunications, Inc. (VMT) - A	ACTIVE	Contract	12/11/00	12/11/00	12/10/02	Resale
Voice Vision International	ACTIVE	Contract	03/13/01	03/13/01	03/12/03	Resale
World Satellite Network America, Inc. 07-31-02	ACTIVE	Contract	NA	08/01/00	07/31/02	Resale

**Exhibit No. DS-4**

**CLECs with Over 10 Lines  
in BellSouth TENNESSEE Area  
Method One**

TENNESSEE May 2001		Resold Residence Lines	Resold Business Lines	Estimated			Total Local Lines
Facilities-Based: Method 1				Fac.-based Res Lines	Fac.-based Bus Lines	Fac.-based Total Lines	
===== METHOD ONE =====							
1	ACCESS INTEGRATED NETWORKS						
2	ADELPHIA BUS. SOLUTIONS (fka Hyphen)						
3	AENEAS COMMUNICATIONS						
4	AT&T LOCAL SERVICES						
5	BIRCH TELECOM						
6	BROADRIVER COMM ( PurePacket )						
7	BROADSLATE NETWORKS						
8	BUSINESS TELECOM INC ( BTI )						
9	COVAD COMM ( incl BLUESTAR )						
10	CRG INTERN'L dba NETWORK ONE						
11	DSLNET COMM						
12	ELECTRIC POWER BOARD OF CHATTANOOGA						
13	ERNEST COMMUNICATIONS						
14	GLOBAL CROSSING TEL ( FRONTIER )						
15	ICONNECT						
16	ICG COMMUN. (fka Intelcom)						
17	INTERMEDIA COMM ( ICI )						
18	ITC*DELTACOM						
19	KMC TELECOM INC.						
20	KNOLOGY						
21	LECSTAR (EMPIRE TELECOM SVCs)						
22	LEVEL 3						
23	LIGHTYEAR COMMUNICATIONS						
24	MCI METRO ATS (incl WTI, MFS)						
25	Mpower (MGC COMM.)						
26	NETWORK TELEPH. (incl LIGHTNETWORKS)						
27	NEWSOUTH COMM (incl. UniversalCom)						
28	NEXTLINK ( XO COMM )						
29	RHYTHMS ( ACI )						
30	SPRINT COMMUNICATIONS						
31	TELEPORT COMM (TCG)						
32	TELIGENT SERVICES						
33	THE OTHER PHONE CO (dba AccessOne,TALK.COM; includes Omnicall)						
34	TIME WARNER						
35	TRIVERGENT (NUVOX) (fka STATE COM)						
36	GLOBAL NAPS						
37	US LEC						
38	WINSTAR TELECOM						
39	XSPEDIUS						
<b>METHOD 1: Facilities-Based Lines</b>		<b>2,521</b>	<b>10,886</b>	<b>10,636</b>	<b>287,496</b>	<b>298,132</b>	<b>311,539</b>



**CLECs with Over 10 Lines  
in BellSouth TENNESSEE Area  
Method One**

TENNESSEE MAY 2001		Resold Residence Lines	Resold Business Lines	----- Estimated -----			Total Local Lines
Resale Only [10 + Lines]				Fac.-based Res Lines	Fac.-based Bus Lines	Fac.-based Total Lines	
1	1-800 RECONEX, INC.			-	-	-	
2	ALLSOUTH PHONE CONNECT			-	-	-	
3	ANNOX, INC.			-	-	-	
4	APPLIANCE&TV RENTALS (FONES-4-U)			-	-	-	
5	AWARD ENTERPRISES			-	-	-	
6	BROADBAND OFFICE COMMUNICATIONS			-	-	-	
7	CAT COMMUN INT'L (CCI)			-	-	-	
8	CHAPMAN DIVERSIFIED SERVICES			-	-	-	
9	CHOCTAW TELECOM, INC.			-	-	-	
10	COMM SOUTH Cos			-	-	-	
11	COMMUNITY TELEPHONE CORP			-	-	-	
12	DIRECT-TEL INC			-	-	-	
13	DISCOUNT COMMUNICATIONS			-	-	-	
14	DPI-TELECONNECT			-	-	-	
15	E SPIRE COMM. (ACSI)			-	-	-	
16	EXPRESS CONNECTION TELEPHONE SERVICES			-	-	-	
17	EZ PHONE, INC.			-	-	-	
18	EZ TALK COMMUNICATIONS			-	-	-	
19	FAIR FINANCIAL, LLC. (dba MIDSTATE TELECOMMUNICATION)			-	-	-	
20	FIRST TEL, INC.			-	-	-	
21	GLOBAL CONNECTION INC			-	-	-	
22	GO-TEL, INC.			-	-	-	
23	INTERLINK TELECOMMUNICATIONS			-	-	-	
24	MAX - TEL COMMUNICATIONS			-	-	-	
25	MONEY TO GO (dba MTG PHONE SVC)			-	-	-	
26	NAVIGATOR TELECOMM, LLC			-	-	-	
27	NEW PHONE (Image Access dba)			-	-	-	
28	NOW COMMUNICATIONS (includes Tel Link and Telstar)			-	-	-	
29	NUSTAR COMMUN. (dba Televia)			-	-	-	
30	PHONE LINK, INC.			-	-	-	
31	PHONE RECONNECT OF AMERICA			-	-	-	
32	QWEST COMMUNICATIONS CORPORATION			-	-	-	
33	SO TELEMAGEMENT GROUP			-	-	-	
34	STATE DISCOUNT TELEPHONE			-	-	-	
35	TELE CONEX			-	-	-	
36	TELE-SOURCE OF TENNESSEE			-	-	-	
37	TELE-SYS (dba ACCESS AMERICA)			-	-	-	
38	TENNESSEE PHONE SERVICE			-	-	-	
39	TENNESSEE TELEPHONE SERVICE, LLC			-	-	-	
40	THE MONEY PLACE, LLC			-	-	-	
41	UNIVERSAL TELECOM, INC.			-	-	-	
42	USA EXCHANGE (DBA OMNIPLEX)			-	-	-	
43	USA QUICK PHONE			-	-	-	
44	USA TELECOM (INT'L DESIGN GRP dba)			-	-	-	
<b>TOTAL RESALE-ONLY LINES</b>		<b>29,812</b>	<b>2,201</b>	-	-	-	<b>32,013</b>
[ CLECs with 10 or more lines ]							

**CLECs with Over 10 Lines  
in BellSouth TENNESSEE Area  
Method One**

**Exhibit DS - 4  
Confidential - Subject  
to Protective Order**

TENNESSEE MAY 2001	Resold Residence Lines	Resold Business Lines	----- Estimated -----			Total Local Lines
			Fac.-based Res Lines	Fac.-based Bus Lines	Fac.-based Total Lines	
TOTAL CLEC LINES in Tennessee+B99 BellSouth Area [ CLECs with 10 or more lines ]	32,333	13,087	10,636	287,496	298,132	343,552

METHOD ONE

Total	
Resold -->	45,420

CLECs Over 10 Lines - MAY 2001	83
FACILITY-BASED CLECs ----->	39
RESALE ONLY CLECs ----->	44

METHOD ONE

CLEC Line Share Estimate =	343,552
MAY+D40 2001	343,552 + 2,596,712
=	11.7%
	METHOD ONE

**Exhibit No. DS-5**

**CLECs with Over 10 Lines  
in BellSouth TENNESSEE Area  
Method TWO: E911 Listings + UNE-Ps**

<b>TENNESSEE May 2001</b>		Resold Residence Lines	Resold Business Lines	----- Estimated -----			Total Local Lines
<b>Facilities-Based: Method 2 [E911 + UNE-Ps]</b>				Fac.-based Res Lines	Fac.-based Bus Lines	Fac.-based Total Lines	
				***** METHOD TWO *****			
1	ACCESS INTEGRATED NETWORKS						
2	ADELPHIA BUS. SOLUTIONS (fka Hyperion)						
3	AT&T LOCAL SERVICES						
4	BIRCH TELECOM						
5	BUSINESS TELECOM INC. (BTI)						
6	CRG INTERN'L dba NETWORK ONE						
7	ELECTRIC POWER BOARD OF CHATTANOOGA						
8	GLOBAL CROSSING TEL (FRONTIER)						
9	ICG COMMUN. (fka Intelcom)						
10	INTERMEDIA COMM. (ICI)						
11	ITC*DELTACOM						
12	KMC TELECOM INC.						
13	KNOLOGY						
14	LECSTAR (EMPIRE TELECOM SVCs)						
15	LIGHTYEAR COMMUNICATIONS						
16	MCI METRO ATS (incl WTI, MFS, Brooks)						
17	NEWSOUTH COMM (incl. UniversalCom)						
18	NEXLINK (XO COMM)						
19	SPRINT COMMUNICATIONS						
20	TELEPORT COMM (TCG)						
21	TELIGENT SERVICES						
22	THE OTHER PHONE CO (dba AccessOne, TALK.COM; includes Omnicall)						
23	TIME WARNER						
24	TRIVERGENT (NUVOX) (fka STATE COM)						
25	GLOBAL NAPS						
26	US LEC						
<b>FACILITIES-BASED LINES: METHOD 2</b>		<b>2,477</b>	<b>9,653</b>	<b>10,632</b>	<b>246,112</b>	<b>256,744</b>	<b>268,874</b>

**OTHER FACILITIES-BASED CLECs**

Values below based on Method 1

1	AENEAS COMMUNICATIONS						
2	BROADRIVER COMM (PurePacket)						
3	BROADSLATE NETWORKS						
4	COVAD COMM (incl BLUESTAR)						
5	DSLNET COMM						
6	ERNEST COMMUNICATIONS						
7	ICONNECT						
8	LEVEL 3						
9	Mpower (MGC COMM.)						
10	NETWORK TELEPH. (incl LIGHTNETWORKS)						
11	RHYTHMS (ACI)						
12	WINSTAR TELECOM						
13	XSPEDIUS						
<b>OTHER CLECs SUBTOTAL</b>		<b>44</b>	<b>1,233</b>	<b>4</b>	<b>11,280</b>	<b>11,284</b>	<b>12,581</b>

**CLECs with Over 10 Lines  
in BellSouth TENNESSEE Area  
Method TWO: E911 Listings + UNE-Ps**

TENNESSEE MAY 2001		Resold Residence Lines	Resold Business Lines	----- Estimated -----			Total Local Lines
Resale Only [10 + Lines]				Fac.-based Res Lines	Fac.-based Bus Lines	Fac.-based Total Lines	
1	1-800 RECONEX, INC.						
2	ALLSOUTH PHONE CONNECT						
3	ANNOX, INC.						
4	APPLIANCE&TV RENTALS (FONES-4-U)						
5	AWARD ENTERPRISES						
6	BROADBAND OFFICE COMMUNICATIONS						
7	CAT COMMUN. INT'L (CCI)						
8	CHAPMAN DIVERSIFIED SERVICES						
9	CHOCTAW TELECOM, INC.						
10	COMM SOUTH Cos						
11	COMMUNITY TELEPHONE CORP						
12	DIRECT-TEL INC.						
13	DISCOUNT COMMUNICATIONS						
14	E SPIRE COMM. (ACSI)						
15	DPI-TELECONNECT						
16	EXPRESS CONNECTION TELEPHONE SERVICES						
17	EZ PHONE, INC.						
18	EZ TALK COMMUNICATIONS						
19	FAIR FINANCIAL, LLC. (dba MIDSTATE TELECOMMUNICATION)						
20	FIRST TEL, INC.						
21	GLOBAL CONNECTION INC						
22	GO-TEL, INC.						
23	INTERLINK TELECOMMUNICATIONS						
24	MAX - TEL COMMUNICATIONS						
25	MONEY TO GO (dba MTG PHONE SVC)						
26	NAVIGATOR TELECOMM., LLC						
27	NEW PHONE (Image Access dba)						
28	NOW COMMUNICATIONS (includes Tel Link and Telstar)						
29	NUSTAR COMMUN. (dba Televia)						
30	PHONE LINK, INC.						
31	PHONE RECONNECT OF AMERICA						
32	QWEST COMMUNICATIONS CORPORATION						
33	SO TELEMANAGEMENT GROUP						
34	STATE DISCOUNT TELEPHONE						
35	TELE CONEX						
36	TELE-SOURCE OF TENNESSEE						
37	TELE-SYS (dba ACCESS AMERICA)						
38	TENNESSEE PHONE SERVICE						
39	TENNESSEE TELEPHONE SERVICE, LLC.						
40	THE MONEY PLACE, LLC.						
41	UNIVERSAL TELECOM, INC.						
42	USA EXCHANGE (DBA OMNIPLEX)						
43	USA QUICK PHONE						
44	USA TELECOM (INT'L DESIGN GRP dba)						
<b>TOTAL RESELL-ONLY LINES</b>		<b>29,812</b>	<b>2,201</b>	-	-	-	<b>32,013</b>
[CLECs with 10 or more lines]							

**CLECs with Over 10 Lines  
in BellSouth TENNESSEE Area  
Method TWO: E911 Listings + UNE-Ps**

TENNESSEE MAY 2001	Resold Residence Lines	Resold Business Lines	----- Estimated -----			Total Local Lines
			Fac.-based Res Lines	Fac.-based Bus Lines	Fac.-based Total Lines	
TOTAL CLEC LINES In Tennessee BellSouth Area [ CLECs with 10 or more lines ]	32,289	11,854	10,632	246,112	256,744	300,887

METHOD TWO

Total	
Resold -->	44,143

CLECs Over 10 Lines - MAY 2001	70
FACILITY-BASED CLECs ----->	26
RESALE ONLY CLECs ----->	44

METHOD TWO

CLEC Line Share Estimate =	300,887
MAY+D40 2001	300,887 + 2,596,712
	= 10.4%
	METHOD TWO

**Exhibit No. DS-6**

CLEC COMPLETED COLLOCATIONS  
TENNESSEE MAY 2001

WIRECENTER NAME	WC CLLI	May-01 Completed Collocations	BELLSOUTH RESIDENCE LINES	BUSINESS LINES	TOTAL LINES
1 Chattanooga-Brainerd	CHTGTNBR		33,227	14,950	48,177
2 Chattanooga-Ninst Street	CHTGTNNS		9,694	14,056	23,750
3 Franklin	FKLNTNMA		32,685	7,195	39,880
4 Knoxville-Main	KNVLTNMA		35,255	23,848	59,103
5 Memphis-Bartlett	MMPHTNBA		63,929	15,975	79,904
6 Memphis-Chickasaw	MMPHTNCT		31,093	8,500	39,593
7 Memphis-Eastland	MMPHTNEL		31,782	14,796	46,578
8 Memphis-Germantown	MMPHTNGT		58,719	11,510	70,229
9 Memphis-Main	MMPHTNMA		11,873	12,818	24,691
10 Memphis-Midtown	MMPHTNMT		24,633	6,698	31,331
11 Memphis-Oakville	MMPHTNOA		43,317	22,289	65,606
12 Memphis-Southland	MMPHTNSL		37,652	14,113	51,765
13 Murfreesboro	MRBOTNMA		49,816	12,293	62,109
14 Nashville-Airport	NSVLTNAP		20,067	6,787	26,854
15 Nashville-Brentwood	NSVLTNBW		21,591	10,515	32,106
16 Nashville-Crieve Hall	NSVLTNCH		41,175	9,692	50,867
17 Nashville-Donelson	NSVLTNDO		28,746	12,310	41,056
18 Nashville-Main	NSVLTNMT		14,398	42,839	57,237
19 Nashville-Sharondale	NSVLTNST		34,764	11,144	45,908
20 Nashville-University	NSVLTNUN		5,949	8,931	14,880
BellSouth lines addressed by		382	630,365	281,259	911,624
16 or more CLEC collocations -->		55%	32%	45%	35%
21 Chattanooga-Dodds Ave	CHTGTNDT		20,959	8,696	29,655
22 Collierville	CRVLTNMA		20,725	4,368	25,093
23 Goodlettsville	GDVLTNMA		10,765	5,100	15,865
24 Hendersonville	HDLVLTNMA		23,822	5,109	28,931
25 Knoxville-Bearden	KNVLTNBE		12,814	9,217	22,031
26 Knoxville-Fountain City	KNVLTNFC		24,539	5,638	30,177
27 Knoxville-West Hills	KNVLTNWH		41,742	13,644	55,386
28 Lebanon	LBNNTNMA		20,710	6,404	27,114
29 Maryville-Main	MAVLTNMA		40,305	11,084	51,389
30 Memphis-Southside	MMPHTNST		16,519	5,721	22,240
31 Nashville-Inglewood	NSVLTNIN		27,173	4,946	32,119
32 Nashville-Madison	NSVLTNMC		17,454	4,593	22,047
33 Nashville-Westmeade	NSVLTNWM		18,482	3,500	21,982
BellSouth lines addressed by		540	926,374	369,279	1,295,653
10 or more CLEC collocations -->		78%	47%	59%	50%
34 Athens	ATHNTNMA		11,632	4,022	15,654
35 Chattanooga-Harrison	CHTGTNHT		9,408	590	9,998
36 Chattanooga-Middle Valley	CHTGTNMV		14,156	1,516	15,672
37 Chattanooga-Redbank	CHTGTNRB		18,297	4,886	23,183
38 Chattanooga-Rossville	CHTGTNRO		19,999	4,724	24,723
39 Chattanooga-St Elmo	CHTGTNSE		9,482	1,927	11,409



**CONFIDENTIAL  
CLEC CPNI  
INFORMATION**

**CLEC COMPLETED COLLOCATIONS  
TENNESSEE MAY 2001**

**Exhibit DS - 6  
Confidential - Subject  
to Protective Order**

WIRECENTER	WC	May-01 Completed	BELLSOUTH RESIDENCE	BUSINESS	TOTAL
NAME	CLLI	Collocations	LINES	LINES	LINES
41 Clarksville Main	CLVLTNMA		40,600	10,496	51,096
42 Cleveland	CLEVTNMA		36,163	9,670	45,833
43 Clinton	CLTNTNMA		9,173	2,105	11,278
40 Columbia Main	CLMATNMA		19,944	7,570	27,514
44 Cool Springs	FKLNTNCC		2,716	3,588	6,304
45 Dickson	DKSNTNMT		10,759	3,751	14,510
46 Dyersburg	DYBGTNMA		12,607	5,022	17,629
47 Gallatin	GALLTNMA		15,349	4,899	20,248
48 Gatlinburg	GTBGTNMT		7,125	3,179	10,304
49 Jackson-Main	JCSNTNMA		23,675	10,496	34,171
50 Jackson-Northside	JCSNTNNS		14,926	7,720	22,646
51 Kingston	KGTNTNMT		8,818	1,297	10,115
52 Knoxville-Young High	KNVLTNYH		22,281	4,022	26,303
53 Lawrenceburg	LRBGTNMA		9,308	3,075	12,383
54 Lenoir City	LNCYTNMA		10,633	2,434	13,067
55 Lexington	LXTNTNMA		9,538	2,380	11,918
56 Manchester	MNCHTNMA		9,201	2,659	11,860
57 Mascot	MSCTTNMT		11,862	1,484	13,346
58 Memphis-Cherokee	MMPHTNCK		12,016	1,711	13,727
59 Memphis-Frayser	MMPHTNFR		20,480	2,607	23,087
60 Memphis-Humphreys	MMPHTNHP		540	501	1,041
61 Memphis-Southwind	GTWSTNSW		1,349	1,027	2,376
62 Memphis-Westwood	MMPHTNWW		16,886	1,533	18,419
63 Morristown	MRTWTNMA		24,824	8,419	33,243
64 Nashville-Bellevue	NSVLTNBV		16,654	2,420	19,074
65 Nashville-Burton Hills	NSVLTNBH		3,070	303	3,373
66 Nashville-Cockrill Bend	NSVLTNCD		81	1,348	1,429
67 Nashville-Hickory Hollow	NSVLTNHH		5,615	1,893	7,508
68 Newport-Main	NWPTTNMT		11,914	2,727	14,641
69 Oak Ridge	OKRGTNMT		14,008	6,279	20,287
70 Pulaski	PLSKTNMA		9,785	2,561	12,346
71 Sevierville	SVVLTNMT		24,476	8,846	33,322
72 Shelbyville	SHVLTNMA		10,303	3,640	13,943
73 Smyrna	SMYRTNMA		16,675	3,832	20,507
74 Springfield	SPFDTNMA		10,156	3,069	13,225
75 Tullahoma	TLLHTNMA		10,515	4,360	14,875
76 Winchester	WNCHTNMA		10,878	2,745	13,623
BellSouth lines addressed by		689	1,504,251	532,612	2,036,863
1 or more CLEC collocations -->		100%	76%	85%	78%
78 Adams-Cedar Hill	ACHLTNMT		1,578	136	1,714
79 Arlington	ARTNTNMT		3,266	794	4,060
80 Ashland City	ASCYTNMA		5,376	1,302	6,678
81 Bells	BLLSTNMA		1,710	354	2,064
82 Benton	BNTNTNMT		4,250	685	4,935
83 Bethel Springs	BTSPTNMA		1,661	115	1,776

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**CLEC COMPLETED COLLOCATIONS  
TENNESSEE MAY 2001**

**Exhibit DS - 6  
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to Protective Order**

WIRECENTER NAME	WC CLLI	May-01 Completed Collocations	BELLSOUTH RESIDENCE LINES	BUSINESS LINES	TOTAL LINES
84 Big Sandy	BGSNTNMA		2,270	139	2,409
85 Blanche	BLNCTNMT		975	57	1,032
86 Bolivar	BLVRTNMA		5,396	1,567	6,963
87 Brownsville	BWVLTNMA		6,493	1,970	8,463
88 Bulls Gap	BLGPTNMA		3,836	415	4,251
89 Camden	CMDNTNMA		6,004	1,475	7,479
90 Carthage	CRHTNMA		3,316	1,044	4,360
91 Centerville	CNVLTNMA		4,350	1,039	5,389
77 Charleston	CHTNTNMT		4,086	516	4,602
92 Charlotte	CHRLTNMT		2,965	341	3,306
93 Chattanooga-Signal Mountain	CHTGTNSM		7,113	822	7,935
94 Copper Hill	CRHLTNMB		5,993	943	6,936
95 Covington	CVTNTNMT		9,782	2,598	12,380
96 Cross Plains-Orlinda	CRPLTNMA		2,890	189	3,079
97 Culleoka	CULKTNMA		1,043	44	1,087
98 Cumberland City	CMCYTNMT		672	146	818
99 Cumberland Gap	CLDGTNMA		4,616	523	5,139
100 Cunningham	CNHMTNMA		2,682	120	2,802
101 Dandridge	DNRGTNMA		6,814	997	7,811
102 Dayton	DYNTNMA		7,836	1,963	9,799
103 Decatur	DCTRNTMT		3,915	498	4,413
104 Dover	DOVRTNMT		4,770	717	5,487
105 Dyer	DYERTNMT		1,628	260	1,888
106 Eagleville	EAVLTNMA		1,694	174	1,868
107 Etowah	ETWHTNMT		4,686	813	5,499
108 Fairview	FRVWTNMT		4,240	572	4,812
109 Fayetteville	FYVLTNMA		8,930	2,619	11,549
110 Flintville	FLVLTNMA		2,210	146	2,356
111 Fredonia	FRDNTNMA		2,158	104	2,262
112 Gibson	GBSNTNMT		1,010	64	1,074
113 Gleason	GLSNTNMA		1,204	224	1,428
114 Grand Junction	GDJTTNMA		1,587	223	1,810
115 Greenback	GRNBTNMA		3,943	251	4,194
116 Greenbrier	GNBRTNMA		4,261	471	4,732
117 Greenfield	GNFDTNMT		1,846	390	2,236
118 Halls	HLLSTNMT		2,490	532	3,022
119 Hampshire	HMPSTNMA		687	28	715
120 Harriman	HIMNTNMA		6,017	1,552	7,569
121 Hartsville	HTVLTNMA		2,639	621	3,260
122 Henderson	HNSNTNMT		5,493	1,245	6,738
123 Henning	HNNGTNMA		1,214	182	1,396
124 Hohenwald	HHNWTNMA		4,192	965	5,157

CLEC COMPLETED COLLOCATIONS  
TENNESSEE MAY 2001

WIRECENTER NAME	WC CLLI	May-01 Completed Collocations	BELLSOUTH RESIDENCE LINES	BUSINESS LINES	TOTAL LINES
125 Hornbeak	HRNBTNMT		1,657	145	1,802
126 Humboldt	HMBLTNMA		5,895	1,987	7,882
127 Huntingdon	HNTGTNMA		5,706	1,216	6,922
128 Huntland	HNLDTNMA		1,071	151	1,222
129 Jasper	JSPRTNMT		4,135	1,048	5,183
130 Jefferson City	JFCYTNMA		7,489	1,764	9,253
131 Jellico	JLLCTNMA		4,402	629	5,031
132 Kenton	KNTNTNMA		941	130	1,071
133 Lafollette	LFLTNTMA		13,138	2,737	15,875
134 Lake City	LKCYTNMA		3,748	451	4,199
135 Lewisburg	LWBGTNMA		7,376	2,427	9,803
136 Loudon	LODNTNMA		7,386	1,577	8,963
137 Lyles	LYLSTNMA		4,835	343	5,178
138 Lynchburg	LYBGTNMT		1,741	554	2,295
139 Lynnville	LYVLTNMA		898	107	1,005
140 Madisonville	MDVITNMT		6,262	1,304	7,566
141 Maryville-Friendsville	FIVLTNMA		2,078	173	2,251
142 Maryville-Townsend	TWNSTNMA		1,875	378	2,253
143 Maynardville	MYVLTNMA		5,991	835	6,826
144 Mcewen	MCWNTNMT		2,360	231	2,591
145 Mckenzie	MCKNTNMA		3,856	1,052	4,908
146 Medina	MEDNTNMA		1,485	196	1,681
147 Memphis-Southhaven	SOHNTNDC		3,684	2,573	6,257
148 Middleton	MDTNTNMA		2,461	272	2,733
149 Milan	MILNTNMA		4,891	1,513	6,404
150 Moscow	MSCWTNMA		1,203	171	1,374
151 Mount Pleasant	MNPLTNMA		3,543	752	4,295
152 Nashville-Airport Authority	NSVLTNAA			1,051	1,051
153 Nashville-Whites Creek	NSVLTNWC		8,766	1,031	9,797
154 Newbern	NWBRTNMA		2,607	542	3,149
155 Newport-Hartford	HRFRTNMA		3,099	221	3,320
156 Norris	NRRSTNMA		3,658	439	4,097
157 Old Hickory	OLHCTNMA		5,685	747	6,432
158 Oliver Springs	OLSPTNMA		5,293	579	5,872
159 Palmyra	PLMYTNMA		658	39	697
160 Paris	PARSTNMA		10,950	3,375	14,325
161 Petersburg	PTBGTNMA		843	77	920
162 Pleasant View	PSVWTNMT		4,896	537	5,433
163 Portland	PTLDTNMA		7,000	1,609	8,609
164 Ridgely	RDGLTNMA		954	148	1,102
165 Ripley	RPLYTNMA		6,318	1,461	7,779
166 Rockwood	RKWDTNMA		5,273	1,027	6,300
167 Rogersville	RRVLTNMA		8,435	1,899	10,334

**CONFIDENTIAL  
CLEC CPNI  
INFORMATION**

**CLEC COMPLETED COLLOCATIONS  
TENNESSEE MAY 2001**

**Exhibit DS - 6  
Confidential - Subject  
to Protective Order**

WIRECENTER	WC	May-01 Completed	BELLSOUTH RESIDENCE	BUSINESS	TOTAL
<u>NAME</u>	<u>CLLI</u>	<u>Collocations</u>	<u>LINES</u>	<u>LINES</u>	<u>LINES</u>
168 Sango	SANGTNMT		4,780	377	5,157
169 Santa Fe	SNTFTNMA		1,031	43	1,074
170 Savannah	SVNHTNMT		7,783	2,008	9,791
171 Selmer	SLMRTNMT		4,957	1,529	6,486
172 Sewanee	SEWNTNMW		1,324	283	1,607
173 Sneedville	SNVLTNMA		2,633	395	3,028
174 Soddy Daisy	SDDSTNMA		7,542	904	8,446
175 Somerville	SOVLTNMT		7,733	1,595	9,328
176 South Pittsburg	SPBGTNMA		2,985	901	3,886
177 Spring City	SPCYTNMT		4,351	500	4,851
178 Spring Hill	SPHLTNMT		3,456	1,004	4,460
179 Summertown	SMTWTNMA		1,709	115	1,824
180 Surgoinsville	SRVLTNMA		2,298	264	2,562
181 Sweetwater	SWTWTNMT		5,929	1,358	7,287
182 Tiptonville	TPVLTNMA		1,428	395	1,823
183 Trenton	TRTNTNMA		3,466	1,213	4,679
184 Triune	TRINTNMA		1,294	124	1,418
185 Troy	TROYTNMT		2,552	310	2,862
186 Union City	UNCYTNMA		7,306	2,914	10,220
187 Vanleer	VNLRTNMA		1,332	71	1,403
188 Wartrace	WRTRTNMT		2,106	292	2,398
189 Watertown	WTTWTNMA		1,612	188	1,800
190 Waverly	WVRLTNMT		4,389	1,278	5,667
191 White Bluff	WHBLTNMT		5,555	704	6,259
192 White House	WHHSTNMA		6,115	1,144	7,259
193 White Pine	WHPITNMA		2,854	441	3,295
194 Whiteville	WHVLTNMT		1,590	309	1,899
195 Whitwell	WHWLTNMA		3,250	283	3,533
196 Williamsport	WLPTTNMA		744	31	775
		689	1,970,684	626,028	2,596,712
		<sup>^</sup> Collocations <sup>^</sup>	RESIDENCE	BUSINESS	TN TOTAL
		Physical+Virtual			

**Exhibit No. DS-7**

Estimation of Facility-Based CLEC Lines  
in BellSouth TENNESSEE Territory

Exhibit DS - 7  
Confidential - Subject  
to Protective Order

TENNESSEE		FACILITY-BASED INDICATORS										I C					
May-01		Estimated				UNE Platform Business		UNE Platform Residence		Unbundled Loops (Res + Bus)		911 Listings BUS		911 Listings RES		Trunks	
Facilities-Based: Method 1		Fac.-based Res Lines		Fac.-based Bus Lines		Fac.-based Total Lines											
1	ACCESS INTEGRATED NETWORKS																
2	ADELPHIA BUS. SOLUTIONS (fka Hyperion)																
3	AENEAS COMMUNICATIONS																
4	AT&T LOCAL SERVICES																
5	BIRCH TELECOM																
6	BROADRIVER COMM. (PurePacket)																
7	BROADSLATE NETWORKS																
8	BUSINESS TELECOM INC. (BTI)																
9	COVAD COMM. (incl BLUESTAR)																
10	CRG INTERNL dba NETWORK ONE																
11	DSLNET COMM																
12	ELECTRIC POWER BOARD OF CHATTANOOGA																
13	ERNEST COMMUNICATIONS																
14	GLOBAL CROSSING TEL. (FRONTIER)																
15	ICG COMMUN. (fka Intelcom)																
16	ICONNECT																
17	INTERMEDIA COMM. (ICI)																
18	ITC/DELTACOM																
19	KMC TELECOM INC.																
20	KNOLLOGY																
21	LECSTAR (EMPIRE TELECOM SVCs)																
22	LEVEL 3																
23	LIGHTYEAR COMMUNICATIONS																
24	MCI METRO ATS (incl WTI, MFS)																
25	Mpower (MGC COMM.)																
26	NETWORK TELEPH. (incl LIGHTNETWORKS)																
27	NEWSOUTH COMM. (incl UniversalCom)																
28	NEXLINK (XO COMM)																
29	RHYTHMS (ACI)																
30	SPRINT COMMUNICATIONS																
31	TELEPORT COMM (TCG)																
32	TELENET SERVICES																
33	THE OTHER PHONE CO (dba AccessOne,TALK.COM; includes Omnicall)																
34	TIME WARNER																
35	TRIVERGENT (NUVOX) (fka STATE COM)																
36	GLOBAL NAPS																
37	US LEC																
38	WINSTAR TELECOM																
39	XSPEDIUS																
METHOD ONE: Facilities-Based Lines		10,636	287,496	298,132		4,124	227,275	51,737	6,512	18,841	136,194						

**Exhibit No. DS-8**

Estimation of Facilities-Based CLEC Lines  
in BellSouth TENNESSEE Territory  
METHOD 2: E911 + UNE-Ps

Exhibit DS - 8  
Confidential - Subject  
to Protective Order

T E N N E S S E E		----- Estimated -----										E911 Listings RES		E911 Listings BUS		UNE Platform Residence		UNE Platform Business	
May-01		Fac.-based Res Lines		Fac.-based Bus Lines		Fac.-based Total Lines													
Facilities-Based: Method 2 [E911 + UNE-Ps]																			
1	ACCESS INTEGRATED NETWORKS																		
2	ADELPHIA BUS. SOLUTIONS (fka Hyperion)																		
3	AT&T LOCAL SERVICES																		
4	BIRCH TELECOM																		
5	BUSINESS TELECOM INC. (BTI)																		
6	CRG INTERN'L dba NETWORK ONE																		
7	ELECTRIC POWER BOARD OF CHATTANOOGA																		
8	GLOBAL CROSSING TEL ( FRONTIER )																		
9	ICG COMMUN. (fka Intelcom)																		
10	INTERMEDIA COMM. ( ICI )																		
11	ITC'DELTACOM																		
12	KMC TELECOM INC.																		
13	KNOLOGY																		
14	LECSTAR (EMPIRE TELECOM SVCs)																		
15	LIGHTYEAR COMMUNICATIONS																		
16	MCI METRO ATS (incl WTI, MFS, Brooks)																		
17	NEWSOUTH COMM (incl UniversalCom)																		
18	NEXLINK ( XO COMM )																		
19	SPRINT COMMUNICATIONS																		
20	TELEPORT COMM (TCG)																		
21	TELENET SERVICES																		
22	THE OTHER PHONE CO (dba AccessOne, TALK.COM; includes Omnicall)																		
23	TIME WARNER																		
24	TRIVERGENT (NUVOX) (fka STATE COM)																		
25	GLOBAL NAPS																		
26	US LEC	10,632	246,112		256,744														
	FACILITIES-BASED LINES: METHOD 2																		
	OTHER FACILITIES-BASED CLECs	Values below based on Method 1																	
1	AENEAS COMMUNICATIONS																		
2	BROADRIVER COMM ( PurePacket )																		
3	BROADSLATE NETWORKS																		
4	COVAD COMM ( incl BLUESTAR )																		
5	DSLNET COMM																		
6	ICONNECT																		
7	LEVEL 3																		
8	Mpower (MGC COMM.)																		
9	NETWORK TELEPH. (incl LIGHTNETWORKS)																		
10	RHYTHMS ( ACI )																		
11	WINSTAR TELECOM																		
12	XSPEDIUS																		
	OTHER CLECs SUBTOTAL	0	11,278	11,278	11,278	0	2	0	0										



## **Exhibit No. DS-9**

## **Facilities-Based Line Estimate Methodology**

### **1. EXHIBITS**

Exhibit DS-4 presents the total CLEC lines and incorporates the estimate of facilities-based lines using Method One. The totals from Exhibit DS-4 are displayed in Table 1 of the affidavit. The derivation of the facilities-based lines estimate under Method One is presented in Exhibit DS-7. Exhibit DS-5 presents an even more conservative view of total CLEC lines and incorporates the estimate of facilities-based lines using Method Two. The totals from Exhibit DS-5 are displayed in Table 2 of the affidavit. The derivation of the facilities-based lines estimate under Method Two is presented in Exhibit DS-8. Method Two considers only CLECs' E911 listings and UNE-Ps for the facilities-based lines estimate. Lines for fewer facilities-based CLECs result under Method Two because by definition it excludes the full dataset considered in Method One, specifically UNE loops and IC trunks. Resale lines, if any, for facilities-based CLECs are included on the DS-4 and DS-5 Exhibits. Resale lines for all resale-only CLECs appear on the second page of Exhibits DS-4 and DS-5.

### **2. DATA CATEGORIES**

BellSouth's information systems and an extract from the E911 database contractor provide data that BellSouth uses to identify CLECs' lines served, including those served on a facilities basis.<sup>1</sup> BellSouth's billing systems provide an inventory of residential and business resale lines. Data that BellSouth uses in its estimates of facilities-based lines include CLECs' E911 listings, UNE loops, UNE-Ps, and local interconnection trunks. For

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<sup>1</sup> In the normal course of business, these data are collected and maintained in operational databases. Extracts are made from these databases for this affidavit and its exhibits i.e., Collocation: Collocation Access Database; E911 listings: SCC Database; Interconnection Trunks/UNE-Loops/Resale: Interexchange Carrier Analysis Information System Database; UNE-P: Integrated Customer Database of the Strategic Information Warehouse that holds data from the Customer Records Information System Database.

each of these data categories a complete listing, covering all CLECs in BellSouth's service area in the state, was collected. The categories that indicate facilities-based lines correspond to those presented in other applications to provide in-region, interLATA services.<sup>2</sup> Each of these categories is discussed separately later in this exhibit. If data were available that indicated a CLEC was using facilities-based lines in the study-month, that CLEC and all of its corresponding data were entered into Exhibit DS-7 (and DS-8) so that all the information could be considered in estimating each CLEC's facilities-based lines. As previously indicated, because CLECs differ in how they structure their facilities, each CLEC does not have data populated in every category. For example, CLECs specializing in DSL for dedicated 24/7 high-speed Internet access do not interconnect those lines to the switched voice network. Thus CLECs, such as Covad (BlueStar) and Rhythms (ACI), show quantities of UNE loops but have no interconnection trunks and no E911 listings. Method One considers all of each CLEC's data available, which is segregated into three categories. The first data category is residence and business E911 listings. The second category includes UNE loops and residence and business UNE-Ps. The third category consists of only total local interconnection trunks. As stated previously, BellSouth first estimates each CLEC's total facilities-based lines based on one of these three categories. Under Method One BellSouth does not add data across categories to estimate a CLEC's total facilities-based lines. Exhibit DS-7 displays these three data categories and highlights the particular category used for each CLEC's estimate. Method Two is even more conservative in that it bases the facilities-based line estimate only on the sum of each CLEC's E911 listings and/or UNE-Ps.

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<sup>2</sup> See Fn. 14 of this Affidavit. See also Attachment A, Exhibit 1 – Declaration of William E. Taylor, Application of New York Telephone Company for Authorization to Provide In-Region, InterLATA Services in New York

### **3. RESIDENCE AND BUSINESS LINE ESTIMATES**

In Exhibits DS-7, BellSouth first selects from one of three categories for its estimate of each CLEC's total facilities-based lines. If the data category selected already separates residential and business lines, those counts are used. Data categories that already identify residence and business separately are E911 listings and UNE-Ps. If a category is selected to estimate lines that does not already segregate residential lines from business lines, the available evidence on each CLEC's residential line count from other categories is used to estimate the residential lines. For example, when local interconnection trunks are selected to estimate a CLEC's total lines, BellSouth then considers evidence from that CLEC's residential E911 listings and/or residential UNE-Ps, if any. If this other information shows some residential lines for the CLEC, those lines are entered as residential class in Exhibits DS-7 and DS-8. However, the total for the facilities-based lines estimate determined in the first step is not increased, i.e., total lines estimate minus residential lines results in the balance as business lines. Because CLECs' business strategies more frequently emphasize business customers, lines are displayed as business class absent specific data on the number of a CLEC's residential lines.

### **4. FACILITIES-BASED LINES ESTIMATE IS CONSERVATIVE**

BellSouth prepared line estimates using a conservative approach that identified facilities-based lines for 40 CLECs operating in its area in Tennessee in May 2001. For each CLEC, BellSouth considered the quantity shown for all of the categories available. However, no individual category of facilities-based lines available to BellSouth is ideal. For example, even though CLECs themselves provide and update E911 listings when their switch provides dial-tone, the E911 database does not account for all lines. For example, customer service centers with in-dial only service are not listed. The E911 listings also understate

total lines for business customers that have, for example, a PBX customer that lists only a few main numbers at a location. Accordingly and when available, it is reasonable to consider not just the E911 listings but the other categories, such as the quantity of each carrier's local interconnection trunks. Even when BellSouth relies on interconnection trunks for a CLEC's line estimate, however, an extremely conservative 1:1 line-to-trunk ratio is applied in deriving the estimates under Method One in Exhibit DS-7. That ratio very likely understates the number of lines served on a facilities-basis. Other approved applications for interLATA relief have supported a higher line-to-trunk ratio.<sup>3</sup> Exhibit DS-7 highlights the specific category that BellSouth used for its estimate of each CLEC's total of facilities-based lines under Method One. Facilities-based lines estimates under Method Two are even more conservative in that it considers only E911 listings and/or UNE-Ps for each CLEC. This Method excludes DSL service providers who use BellSouth's UNE loops but have neither E911 listings nor UNE-Ps. Estimates for 91 CLECs can be determined on the Method Two basis, 40 less than under Method One. See Exhibit DS-8 for Method Two derivations.

## **FACILITIES-BASED LINE CATEGORIES**

### **5. E911 LISTINGS**

ILECs and CLECs in Tennessee are required to provide access to emergency services. SCC is the contractor that manages the E911 customer listing database for BellSouth. SCC manages the data that allows the routing and delivery of 9-1-1 calls to the appropriate answering point along with information about the caller's locations. Since March 2000, for regulatory purposes associated with its 271 application process, BellSouth has obtained a monthly summary of the total number of each CLEC's E911 listing for each of BellSouth's

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<sup>3</sup> *Joint Affidavit of J. Gary Smith and Mark Johnson, Application of SBC Communications, Inc. for Provision of In-*

service areas. CLECs' provide and maintain the E911 listing to SCC's database for the customer lines served off their switches. BellSouth maintains E911 listings for CLEC resale lines and UNE-platforms because BellSouth provides switching in those cases. In this affidavit, a CLEC's E911 listing is used to indicate a CLEC facilities-based line. This corresponds to the practice that other successful applicants for 271 approval have adopted. Beginning with February 2001 data, the E911 counts BellSouth receives segregate residence from business lines. As of May 2001, CLECs in Tennessee had over 227,200 E911 listings in BellSouth's area. CLECs' E911 listings are shown in Exhibit DS-7 and DS-8.

**6. UNBUNDLED NETWORK ELEMENT PLATFORM ("UNE-P")**

The number of UNE-Ps purchased by competitors provides further evidence of facilities-based local competition in Tennessee. As of May 2001, BellSouth was providing CLECs in Georgia with over 24,300 UNE-Ps. UNE-Ps by CLEC are shown in Exhibit DS-7 and DS-8.

**7. UNBUNDLED NETWORK ELEMENT LOOPS ("UNE LOOPS")**

The number of UNE Loops that CLECs are using to provide "last mile" connections to end-users is an important indicator of CLEC facilities-based service. BellSouth's UNE loops are not differentiated in the database in regards to residence or business class of service. In cases when UNE loops are included to estimate a CLEC's total of facilities-based lines, BellSouth considers any evidence available for that CLEC, such as its residence E911 listings, to apportion the UNE loops. As of May 2001, BellSouth was providing CLECs in Tennessee with more than 51,700 UNE loops. UNE loops by CLEC are displayed in Exhibit DS-7. The UNE loops shown include xDSL loops, which are addressed in greater detail in the testimony of Wiley G. Latham.

## **8. LOCAL INTERCONNECTION TRUNKS**

Local interconnection trunks enable calls from the ILEC's network to be transported to customers served by the CLEC's network, and vice versa. These trunks connect an ILEC switch to a CLEC switch and provide the interoffice connection function between the two telephone networks. The number of local interconnection trunks connecting BellSouth's network to CLEC networks is another indicator to use in estimating the number of facilities-based lines that a CLEC serves. As of May 2001, approximately 136,200 local interconnection trunks, on a DS0 equivalent basis, were in service between BellSouth's network and the networks of 25 facilities-based CLECs. IC trunks are selected in slightly over one-quarter of the cases as the basis for a CLEC's facilities-based lines under Method One. However, if IC trunks are used, they are counted conservatively on a 1- to-1 line to trunk basis. IC trunks by CLEC are shown on Exhibit DS-7.

## **9. COLLOCATION EXHIBITS**

Confidential Exhibit DS-6 displays BellSouth 76 wire centers with collocations completed as of May 2001. Collocations completed, either physical or virtual, total 689 over these wire centers. Table 3 of this affidavit summarizes the number of CLECs' collocations that enable CLECs to address BellSouth residence and business lines and their percentages of total lines. Exhibit DS-6 provides the supporting data that were summarized in Table 3 of this affidavit. The substantial number of BellSouth's residence and business local access lines that CLEC collocations can address is a powerful indicator that facilities-based competition is established broadly within BellSouth's area in Tennessee.

**Exhibit No. JAR - 5**



**Exhibit JAR-5**

**Tennessee Statement of Generally Available  
Terms and Conditions (SGAT)**

**July 30, 2001**

**STATEMENT OF GENERALLY AVAILABLE  
TERMS AND CONDITIONS FOR  
INTERCONNECTION, UNBUNDLING AND RESALE  
PROVIDED BY BELL SOUTH TELECOMMUNICATIONS, INC.  
IN THE STATE OF TENNESSEE**

Pursuant to 47 U.S.C. § 252(f), BellSouth Telecommunications, Inc. ("BellSouth") makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions ("Statement") shall remain in effect for two (2) years from the date it takes effect under 47 U.S.C. § 252(f) following review by the Tennessee Regulatory Authority. The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with Competitive Local Exchange Carriers. This Statement is subject to revision to the extent necessary to comply with any legislative, regulatory or judicial order or rule that affects the rights and obligations created by this Statement. BellSouth has negotiated agreements with numerous Competitive Local Exchange Carriers. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

A. CLEC means a Competitive Local Exchange Carrier certificated by the Tennessee Regulatory Authority to offer and/or provide local telecommunications services in Tennessee.

B. Authority means the Tennessee Regulatory Authority.

C. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. § 1, *et seq.*).

**I. Interconnection (47 U.S.C. §§ 251(b)(5), 251(c)(2), 251(c)(6), 252(d)(1)&(2) and 271(c)(2)(B)(i))**

BellSouth provides CLECs interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

A. Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariff. Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal

compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

1. Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

- a. Line-side of local switch.
- b. Trunk-side of local switch.
- c. Trunk interconnection points for local and access tandem switches.
- d. Central office cross-connect points.
- e. Out-of-band signal transfer points.

Interconnection at applicable unbundled network element points is also available. See Section II.

2. Additional Interconnection Points. BellSouth will provide local interconnection at any other technically feasible point, including meet point interconnection arrangements. Requests for interconnection at other points may be made through the Bona Fide Request process set out in Attachment B.

3. Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, as provided under this statement, each Party will report to the other a Percent Local Usage ("PLU")<sup>1</sup>. The application of the PLU will determine the amount of local minutes to be billed to the other company. For purposes of developing the PLU, each company shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, each Party shall provide a positive report updating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Statement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

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<sup>1</sup> Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply to local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate Terminating Company Pays minutes of use.

4. Unidentified local traffic. Whenever BellSouth delivers traffic to a CLEC for termination on the CLEC's network, if BellSouth cannot determine because of the manner in which the CLEC has utilized its NXX codes, or for other reasons, whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Services Tariff. BellSouth will make appropriate billing adjustments if the CLEC can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that a CLEC cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the CLEC.

5. Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for the CLEC's connection of its end user to a local end user of BellSouth, an independent company or another CLEC, where both the parties are connected at the same tandem and termination of calls is authorized. Basic or enhanced local tandem interconnection may be selected. Basic interconnection allows CLECs to terminate traffic to BellSouth's end office switches and wireless service provider switches within the area served by the tandem. Enhanced interconnection adds the ability to terminate traffic to other CLECs and independent company switches in the area served by the tandem. The Local Exchange Routing Guide ("LERG") is the authority for which NXX Codes are assigned to switches sub-tending local tandems.

6. Transit Traffic Service. BellSouth shall provide tandem switching and transport services for the CLEC's transit traffic. Transit traffic is traffic originating on the CLEC's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to the CLEC's network. Rates for local transit traffic shall be the same as call transport and termination rates as set forth in Attachment A to this Statement. Rates for intraLATA toll and switched access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth's Interstate or Intrastate Switched Access Services tariffs. Switched access transit traffic presumes that the CLEC's end office is subtending the BellSouth Access Tandem for switched access traffic to and from the CLEC's end users utilizing BellSouth facilities, either by direct trunks with the Interexchange Carrier (IXC), or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB)<sup>2</sup> procedures. BellSouth will provide meet point billing usage records to CLEC either directly as

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<sup>2</sup> Multiple Exchange Carrier Access Billing means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telecordia as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single Local Access and Transport Area ("LATA").

an RAO Host company or to CLEC through the RAO Host selected by the CLEC. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered to a terminating carrier at the rates stipulated in this Statement. BellSouth agrees to deliver this traffic to the terminating carrier, provided that the CLEC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to the CLEC. The CLEC agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of the CLEC. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this Section shall be pursuant to MECAB procedures.

7. Mutual Provision of Access Service. When BellSouth and a CLEC provide an access service connection between an IXC and each other, each company will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each company will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the company providing the end office function. BellSouth will use the MECAB system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. Thirty (30) day billing periods will be employed for these arrangements. The recording company agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

B. Exchange of intraLATA toll traffic. Exchange of intraLATA toll traffic between BellSouth and CLEC networks shall occur as follows:

1. IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that originates and terminates in the same LATA and that is not Local Traffic as defined in Section I.A. above.

2. Delivery of IntraLATA Toll Traffic. For terminating its toll traffic on the other company's network, each company will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.

3. Rates. For originating and terminating toll traffic, each company shall pay the other BellSouth's intrastate or interstate (whichever is appropriate), switched network access services rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If a CLEC is the BellSouth end user's presubscribed IXC or if the BellSouth end user uses a CLEC as an IXC on a 1010XXX basis, BellSouth will charge the CLEC the appropriate tariff charges for originating network access services. If BellSouth is serving as the CLEC end user's presubscribed interexchange carrier or if the CLEC end user uses BellSouth as an interexchange carrier on a 1010XXX basis, the CLEC will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

4. Additional Interconnection. To the extent a CLEC provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

5. Compensation for 800 Traffic. Each company shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other company.

6. Records for 800 Billing. Each company will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format.

7. 800 Access Screening. Should a CLEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. The CLEC shall utilize SS7 signaling links, ports and usage as set forth in Section X. The CLEC will not be required to utilize switched access Feature Group D service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff.

C. Methods of Interconnection. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either company by the other company. Rates for collocation are set out in Attachment A. Terms and conditions for physical collocation and remote site collocation are contained in Attachment I. Terms and conditions for virtual collocation are contained in FCC Tariff No. 1, Section 20.

D. Trunk Groups. BellSouth and a CLEC shall establish trunk groups between interconnecting facilities. Local traffic may be routed over either one-way or two-way trunks when interconnected with a BellSouth local tandem. BellSouth local tandems do not handle intraLATA toll or interLATA toll traffic. Combined local and intraLATA toll traffic may be routed over either one-way or two-way trunks when interconnected with a BellSouth access tandem or end office switch. In addition, for traffic utilizing intermediary tandem switching at the BellSouth access tandem, i.e., traffic which is not originated by or terminated to a BellSouth end user ("transit traffic"), one-way or two-way trunk groups are generally available for any combination of local, intraLATA or interLATA traffic. BellSouth also provides a two-way Supergroup option which includes exchange of local and intraLATA toll traffic between BellSouth and a CLEC as well as local, intraLATA or interLATA transit traffic. Requests for alternative trunking arrangements may be made through the bona fide request ("BFR") process (see Section II.B.) set out in Attachment B.

E. Rates. Rates for interconnection for local traffic on the BellSouth network are set out in Attachment A. Compensation for interconnection is reciprocal, as set out in Section XIII. Late payment fees, not to exceed the highest interest rate which may be levied by Authority regulation or the law of commercial transactions, may be assessed if interconnection charges are not paid within thirty (30) days of the due date.

F. Billing. Billing for interconnection services will be through the Carrier Access Billing System ("CABS").

G. Network Design and Management for Interconnection. BellSouth will use its best efforts in conjunction with CLECs to create the most effective and reliable interconnected telecommunications networks. Detailed provisions governing network design and management for interconnection are contained in Section XVIII.

H. Interconnection Technical Standards. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal Transfer Point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each company shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

I. Quality of Interconnection. Where technically feasible, the local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to CLECs will be at least equal in quality to what it provides to itself, to any subsidiary or affiliate or to any other party to which BellSouth provides local interconnection. Attachment C contains detailed service descriptions, and technical requirements provided to CLECs. Section 14.4 of Attachment C is particularly applicable

to interconnection. BellSouth provides interconnection according to applicable industry standard technical references.

J. Ordering and Provisioning Guidelines. Where technically feasible, BellSouth provides interconnection ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the BellSouth Business Rules for Local Ordering. See Section XV.

## **II. Access To Unbundled Network Elements (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(ii)). See also Statement Sections (IV), (V), (VI) and (X).**

BellSouth provides CLECs with access to unbundled elements of BellSouth's network on the following terms:

A. Available Network Elements. BellSouth shall, upon request of the CLEC, provide access to its network elements at any technically feasible point for the provision of the CLEC's telecommunications service where such access is necessary and failure to provide access would impair the ability of the CLEC to provide services that it seeks to offer. The following BellSouth network elements are available on an unbundled basis:

1. Local Loop Transmission. BellSouth provides unbundled local loops. See Section IV.
2. Unbundled Local Transport. BellSouth provides unbundled local transport. See Section V.
3. Unbundled Local Switching. BellSouth provides unbundled local switching. See Section VI.
4. Signaling Network Elements/AIN Services. BellSouth provides unbundled signaling network elements and Advanced Intelligent Network ("AIN") services. See Section X.
5. Access to Operations Support Systems. BellSouth provides to CLECs unbundled access to several operations support systems ("OSS"). Access to these support systems is available through a variety of means, including electronic interfaces. The operations support systems available are:
  - a. Pre-Ordering. Pre-ordering allows CLECs to determine the availability of features and services, assign a telephone number, advise the customer of a due date, validate a street address for service order purposes, and obtain customer service record information, as applicable to the service being ordered. CLECs may obtain access to customer service record information under a blanket letter of authorization.



- b. Ordering. Ordering provides the CLEC with order entry functions, including supplements, and the capability to establish directory listings. BellSouth provides a “switch as is” process by which it will switch all services and features subscribed to by a particular BellSouth customer to a CLEC upon receipt of appropriate customer authorization.
  - c. Provisioning. Provisioning information available to CLECs includes firm order confirmation and completion notices.
  - d. Trouble Reporting and Repair. Trouble reporting and repair allows CLECs to report and monitor service troubles and obtain repair services. BellSouth provides to CLECs service trouble reporting availability and monitoring in a non-discriminatory manner that provides CLECs with the same ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLECs an estimated time to repair, and an appointment time or a commitment time, as appropriate, on all trouble reports.
  - e. Directory Listing and Line Information Databases. Access to the Directory Listing Database is discussed in Sections VII.B. and VIII.E. Access to the Line Information Database is discussed in Section X.
  - f. Customer Daily Usage Data. Customer daily usage data provides detailed information for determining billable usage for services such as directory assistance or toll calls associated with a resold line. This usage option allows CLECs to bill their end-user customers at their discretion, rather than on BellSouth’s billing cycles. It also allows a CLEC to establish toll limits, detect fraudulent calling or analyze the usage patterns of its customers. Usage data available includes the Access Daily Usage File (ADUF), Optional Daily Usage File (ODUF), and Enhanced Optional Daily Usage File (EODUF).
6. Interfaces for Operational Support Systems. BellSouth provides electronic interfaces for the following OSS functions: pre-ordering, ordering and provisioning, trouble reporting, and customer usage data. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.
- a. Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions or information: service address validation, telephone number selection, product and service availability, due date information, loop make-up information, and customer service record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). TAG is a machine-to-machine interface that provides real-time

interactive access to BellSouth databases. LENS is a human-to-machine interface for use by those CLECs who choose not to use machine-to-machine interfaces.

b. Ordering and Provisioning. BellSouth provides CLECs electronic options for the exchange of ordering and provisioning information. The Exchange Access Control and Tracking system (EXACT) is for service requests involving interconnection trunking and many unbundled network elements. BellSouth provides TAG and the Electronic Data Interchange (EDI) arrangement for resale requests and some unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability. TAG is an integratable pre-ordering and ordering interface.

c. Trouble Reporting. BellSouth provides the following options for electronic trouble reporting. For exchange services, BellSouth offers to CLECs access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway – the T1M1 standard machine-to machine interface called Electronic Communications Trouble Administration (ECTA) Gateway.

d. Billable Usage Information. BellSouth provides to CLECs electronic files containing billable usage information associated with resold exchange lines, and unbundled ports.

e. Rates. Rates for manual and electronic interfaces are set out in Attachment A. Nonrecurring service order charges are differentiated for manually and electronically processed orders.

f. Versioning. Pursuant to the Change Control Process, BellSouth will issue new software releases for new industry standards for its industry standard EDI and TAG interfaces. When a new release of new industry standards is implemented, BellSouth will, for these interfaces, continue to support both the new release (N) and the prior release (N-1). When BellSouth implements the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will support the two most current releases. Pursuant to the Change Control Process, BellSouth will issue documents to CLECs with sufficient notice to allow CLECs to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion. This versioning policy is set forth in the Change Control Process document and may be changed from time to time pursuant to the procedures set forth in that document.

7. Collocation. Collocation allows CLECs to place equipment, including digital subscriber line access multiplexers, in BellSouth facilities. Physical and virtual collocation are available for interconnection and access to unbundled network elements as described in this Section. BellSouth will provide physical collocation for CLEC equipment unless BellSouth demonstrates to the Authority that physical collocation is not practical for technical reasons or space limitations. Virtual collocation is available at the CLEC's request and is not dependent on the availability of physical collocation. BellSouth facilities include central offices and serving wire centers, as well as buildings or similar structures owned or leased by BellSouth that house BellSouth network facilities, and structures that house facilities on public rights-of-way, including, but not limited to, vaults containing loop concentrators. Terms and conditions for physical collocation, including relevant intervals for provisioning physical collocation, are set forth in Attachment I. Terms and Conditions for virtual collocation are contained in FCC Tariff No. 1, Section 20.

8. Dark Fiber. Unused optical transmission media or "dark fiber" is available to CLECs as an unbundled network element, where it is in existence, as unbundled dark fiber loops or as unbundled dark fiber transport.

9. Line Sharing and Line Splitting

a. High Frequency Loop Spectrum (Line Sharing). BellSouth provides CLECs access to the high frequency portion of the loop network element as an unbundled network element where BellSouth is providing, and continues to provide, analog circuit-switched voice-band services on the particular loop for which the CLEC seeks access. The high frequency portion of the loop is defined as the frequency range above the voice-band on a copper loop facility that is being used to carry analog circuit-switched voice-band transmissions. BellSouth may maintain control over the loop and splitter equipment and functions, and will provide CLECs with loop and splitter functionality that is compatible with any transmission technology that the CLEC seeks to deploy using the high frequency portion of the loop, as defined in 47 C.F.R. § 51.319(h), provided that such transmission technology is presumed to be deployable pursuant to 47 C.F.R. § 51.230. BellSouth also offers CLECs the option of purchasing, installing, and maintaining central office POTS splitters in its collocation arrangements. Any splitters installed by CLECs in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. CLECs may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate. BellSouth will also provide line sharing splitters at its remote sites to allow CLECs access to the high frequency spectrum of copper sub-loops terminated at that remote site, where the CLEC has a collocated DSLAM. BellSouth will condition loops to enable CLECs to access the high frequency portion of the loop spectrum in accordance with 47 C.F.R. § 51.319(a)(3) and § 51.319(h). Further details as to this network element are contained in Attachment C.

b. Line Splitting.

i. If BellSouth is currently the voice provider and a provider of data services (a "Data CLEC") is the advanced services provider, and the end user subsequently chooses a CLEC for voice service (a "Voice CLEC"), then the following would occur:

If the original line sharing arrangement was established with a Data CLEC-owned splitter, then BellSouth would not be involved with the splitter provisioning and, accordingly, any decisions regarding use of the splitter would be left up to the Data CLEC. If, however, the original line sharing arrangement was established with a BellSouth-owned splitter, then BellSouth would allow the Data CLEC to continue leasing the BellSouth splitter under the following conditions:

1. The existing Data CLEC remains the end user's advanced services provider; and
2. The Data CLEC has an agreement with the Voice CLEC to use the upper frequency spectrum of the loop to continue providing the advanced services.

The applicable recurring charges to be paid by the Voice CLEC for this line splitting arrangement will be the loop, the port and two cross connects as shown on Attachment A. The applicable nonrecurring charges to be paid by the Voice CLEC for this line splitting arrangement will be the nonrecurring rate for the loop-port combination (switch-as-is).

ii. Where a line sharing arrangement does not already exist, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data CLEC may provide services over the same loop. Under such process, BellSouth will deliver a loop and a port to the collocation space of either the Voice CLEC or the Data CLEC. In this scenario the loop and port cannot be a loop and port combination (i.e., UNE-P), but must be individual stand-alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose.

B. Bona Fide Request Process.

1. Any request by the CLECs for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a BFR, and shall be submitted to BellSouth pursuant to the BFR process, which is described in Attachment B.

2. The CLECs shall submit any BFR in writing to the CLEC's Account Manager. The BFR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The BFR shall also include the CLEC's designation of the request as being (a) pursuant to the Act , or (b) pursuant to the needs of the business.

C. Quality of Network Elements. Where technically feasible, BellSouth provides CLECs with access to all the unbundled network elements described in this section. Such access will be at least equal in quality to that which BellSouth provides to itself. Attachment C contains detailed service descriptions, and technical requirements applicable to CLEC access to BellSouth unbundled network elements and the performance of those network elements. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

D. Combining Network Elements.

1. CLEC Combination of Network Elements. CLECs may combine BellSouth network elements, in any manner the CLEC chooses, to provide telecommunications services. CLEC-combined network elements will be priced at the sum of the individual element charges. BellSouth will physically deliver unbundled network elements where reasonably possible, e.g., unbundled loops and ports extended to CLEC collocation spaces as part of the network element offering. In addition, BellSouth offers central office Assembly Points to provide CLECs with the capability to combine unbundled network elements themselves within a BellSouth central office location, without requiring the CLEC to own or control any telecommunications equipment (i.e., without acquiring collocation space). Additional services desired by CLECs to assist in their combining or operating BellSouth unbundled network elements are available as negotiated.

2. Software Modifications. Software modifications, e.g., switch translations, necessary for the proper functioning of CLEC-combined BellSouth unbundled network elements are provided as part of the network element offering. Additional software modifications requested by CLECs for new features or services may be obtained through the BFR process.

3. Unbundled Network Element Combinations. BellSouth will provide Unbundled Network Element Combinations as set forth in Attachment C. BellSouth will provide CLECs with combinations of elements at cost-based rates when such elements are, in fact, currently combined in BellSouth's network to the location the CLEC wants to serve. BellSouth also provides CLECs combinations of network elements that are ordinarily combined in its network, in the manner which they are typically combined, allowing CLECs to order combinations of typically combined elements even if the particular elements being ordered are not actually physically connected at the time the order is placed. BellSouth will not make auditing a precondition to converting special access to unbundled network

elements; however, BellSouth may audit CLEC records in order to verify the type of traffic being transmitted over loop/transport network element combinations. If, based on its audits, BellSouth concludes that a CLEC is not providing a significant amount of local exchange traffic over the facilities, BellSouth may file a complaint with the Authority. To the extent that a CLEC seeks to obtain combinations of unbundled network elements that are currently combined in BellSouth's network but that are not priced in Attachment A, the CLEC may purchase such unbundled network element combinations at the sum of the stand-alone prices of the elements which make up the combination.

E. Rates. Rates for the unbundled network elements and combinations of elements described above are set out in Attachment A.

F. Ordering and Provisioning. Where technically feasible, BellSouth provides unbundled network element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning unbundled network elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

G. Billing. BellSouth provides unbundled network element billing under Ordering and Billing Forum (OBF) guidelines for CABS bill formats as those guidelines are developed.

### **III. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii))**

BellSouth provides nondiscriminatory access to poles, ducts, conduits and rights-of-way under the following terms:

A. Standard License for Poles, Ducts, Conduits and Rights-of-Way. BellSouth will provide CLECs with nondiscriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by BellSouth under the Standard Agreement set out in Attachment D.

B. Access to Engineering Records. BellSouth will provide access to relevant plats, maps, engineering records and other data to CLECs upon receiving a BFR for access and CLEC agreement to reasonable terms to protect proprietary information.

C. Capacity Reservation. Capacity will be allocated on a first-come first-served basis, although BellSouth may reserve a maintenance spare at its discretion.

### **IV. Local Loop Transmission Unbundled From Local Switching (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(iv))**

BellSouth provides access to unbundled local loops and sub-loop elements on the following terms:

A. Unbundled Local Loops. Local loops provide transmission paths between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility, including, but not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. BellSouth provides a variety of local loop configurations. Local loops include, but are not limited to, unbundled copper loops, dark fiber loops, DSO, DS1, DS3, fiber, and other high capacity loops. All BellSouth provided loops will be provisioned according to BellSouth's TR 73600, and are described in Attachment C.

B. Sub-Loop elements. The subloop is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device ("NID"), the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface. The sub-loop elements are described in Attachment C.

C. Loop Cross Connects. Loop cross connects allow the local loop to be transported from the main distribution frame in the central office to a CLEC's collocated space.

D. Unbundled Loop Channelization Systems. Unbundled loop channelization systems with central office channel interfaces channelize multiple digital loop carrier channels on a non-concentrated or concentrated basis up to a maximum of 96 voice grade channels per system.

E. Single Point of Interconnection. BellSouth provides a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers.

F. Line Conditioning. Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL services. Such devices include, but are not limited to, load coils, bridged taps, low pass filters and range extenders. Where technically feasible, BellSouth will test and report trouble for all the features, functions, and capabilities of conditioned lines, and may not restrict testing to voice-transmission only. A CLEC may select the level of line conditioning it desires and will be required to pay only for the level of conditioning it selects. BellSouth performs line conditioning on unbundled loops upon CLEC request, whether or not BellSouth offers advanced services to the end-user customer on that loop. A CLEC has the option of refusing, in whole or in part, to have a line conditioned without diminishing its right of access to the high frequency portion of the loop.

G. Rates. Rates for unbundled network elements in this section are set out in Attachment A.

H. Quality of Network Elements. Where technically feasible, BellSouth provides CLECs with unbundled local loops and sub-loop elements, and access to those elements, that is at least equal in quality to that which BellSouth provides to itself. Attachment C contains detailed service descriptions and technical requirements applicable to CLEC access to BellSouth unbundled network elements including local loops and sub-loop elements. BellSouth provides network elements according to applicable industry standard technical references.

I. Ordering and Provisioning. Where technically feasible, BellSouth provides local loop and sub-loop element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides itself. Detailed guidelines for ordering and provisioning local loops and sub-loop elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

**V. Local Transport From The Trunk Side Unbundled From Switching Or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(v))**

BellSouth provides local transport from the trunk side of its switches unbundled from switching or other services under the following terms:

A. Local Transport Elements. Transport elements provide transmission paths that connect one location to another. BellSouth offers both dedicated and common (shared) local transport from the trunk side of its central office switches over a variety of transport options unbundled from switching or switch ports.

1. Dedicated Transport. Dedicated Transport is an interoffice transmission path used exclusively by a single carrier for the transmission of its traffic. Dedicated transport is available between BellSouth central offices and between BellSouth central offices and CLEC facilities. Transmission media include, but are not limited to, DS-1, DS-3, STS-1 and OCn levels.
2. Common Transport. Common transport is a shared transmission path used for the traffic of multiple carriers. Common transport is available between BellSouth end offices and between BellSouth end offices and BellSouth tandem switches. BellSouth provides common transport on a per minute of use basis. Transmission media used to provide common transport includes speeds up to and including OCn.
3. Tandem Switching. Tandem switching establishes a communications path between two switching offices through a third switching office. BellSouth offers all the functionality of its tandem switches to CLECs unbundled from transport. Tandem switching includes the facilities connecting the trunk distribution frame to the switch, and all the functions of the switch itself,



including those facilities that establish a temporary transmission path between two other switches as well as functions that are centralized in tandem switches such as call recording, routing of calls to operator services and signaling conversion functions.

4. Digital Cross-Connect Systems. BellSouth provides CLECs, to the extent technically feasible, with the functionality provided by BellSouth's digital cross-connect systems.

5. Additional Options. BellSouth makes additional transport elements available at any technically feasible point. CLECs may use the BFR process to obtain additional options.

B. Rates. Rates for local transport elements are set out in Attachment A.

C. Quality of Network Elements. Where technically feasible, BellSouth provides CLECs with unbundled local transport elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions, and technical requirements applicable to CLEC access to BellSouth unbundled network elements including transport elements. BellSouth provides network elements according to applicable industry standard technical references.

D. Ordering and Provisioning. Where technically feasible, BellSouth provides local transport ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning local transport elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

## **VI. Local Switching Unbundled from Transport, Local Loop Transmission or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(vi))**

BellSouth provides local switching unbundled from transport, local loop transmission or other services under the following terms:

A. Local Circuit Switching. BellSouth offers all the functionality of its local circuit switches to CLECs unbundled from transport, local loop transmission and other services, except as set forth in VI.B. Local switching provides the functionality to connect the appropriate originating lines or trunks wired to the Main Distributing Frame or to the digital Cross Connect panel to a desired terminating line or trunk. Local circuit switching functionality includes line termination and line side switching (dialtone) capability and other switch functionality, e.g., vertical features, at rates set forth in Attachment A. All vertical features loaded in a circuit switch are available to CLECs. Features loaded but not activated, and features not loaded in the circuit switch are available and may be requested through the BFR process. Local circuit switching functionality also provides access to all the features and functionality available to the switch and switch software

including transport signaling, 911, operator, directory and repair services as well as AIN and similar capabilities.

1. Selective Routing. Selective routing to a CLEC's desired platform is available as discussed in Section X.A.3.f.

2. Port Cross Connects. Port cross connects allow ports to be transported from the main distribution frame in the central office to a CLEC's collocated space.

B. Availability of Local Circuit Switching as an Unbundled Network Element. BellSouth provides CLECs with local circuit switching as defined above on an unbundled network element basis except, pursuant to 47 C.F.R. § 319(c)(2), for CLECs that serve end-users with four or more voice grade (DS0) equivalents or lines, where BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport throughout Density Zone 1, and BellSouth's local circuit switches are located in the top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and in Density Zone 1, as defined in 47 C.F.R. § 69.123 on January 1, 1999.

C. Packet Switching. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to: (i) the ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel); (ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; (iii) the ability to extract data units from the data channels on the loops; and (iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

D. Availability of Packet Switching as an Unbundled Network Element. BellSouth provides CLECs with packet switching as an unbundled network element only where all of the following conditions are satisfied:

1. BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
2. There are no spare copper loops capable of supporting xDSL services the CLEC seeks to offer;

3. BellSouth has not permitted a CLEC to deploy a Digital Subscriber Line Access Multiplexer in the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined in 47 C.F.R. § 319(b); and

4. BellSouth has deployed packet switching capability for its own use.

E. Rates. Cost-based rates for unbundled local circuit switching provided on an unbundled network element basis under 47 U.S.C. § 251(c)(3) are set out in Attachment A. Rates, terms and conditions for unbundled local circuit switching provided under 47 U.S.C. § 271(c)(2)(B)(vi) but not on an unbundled network element basis under 47 U.S.C. § 251(c)(3), and packet switching provided on an unbundled network element basis (subject to the requirements of 47 C.F.R. §51.319(c)(3)), may be obtained through the BFR process.

F. Quality of Network Elements. Where technically feasible, BellSouth provides CLECs with unbundled local switching elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions, and technical requirements applicable to CLEC access to BellSouth unbundled network elements including local switching elements. BellSouth provides network elements according to applicable industry standard technical references.

G. Ordering and Provisioning. BellSouth provides CLECs with ordering and provisioning services for local switching that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local switching elements are set out in the BellSouth Business Rules for Local Ordering.

**VII. Nondiscriminatory Access to (A) 911/E911 Emergency Network (47 U.S.C. §§ 251(c)(3) and 271(c)(2)(B)(vii)(I); Regulations (§§ 901(J),(K)(2)); (B) Directory Assistance Services (§§ 271(c)(2)(B)(vii)(II) and 251(c)(3)); and (C) Operator Call Completion Services (§§ 271(c)(2)(B)(vii)(III) and 251(c)(3))**

BellSouth provides nondiscriminatory access to the 911/E911 network, directory assistance and operator call completion services and associated databases under the following terms:

A. Access to 911/E911. BellSouth provides CLECs with equal access to 911/E911 service and the ability for CLECs to provide customer numbers and address information to 911/E911 providers on the following terms:

1. 911/E911 Service. Basic 911 and E911 provide callers access to the applicable emergency services bureau by dialing a three-digit universal telephone number.

2. Equal Access. A CLEC's customers will be able to dial and reach emergency services bureaus providing 911/E911 service in the same manner as BellSouth customers.

3. Basic 911 Service Provisioning. For basic 911 service, BellSouth will provide to a CLEC a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. The CLEC will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. The CLEC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, the CLEC will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

4. E911 Service Provisioning. For E911 service, a CLEC will be required to install a minimum of two dedicated trunks originating from the CLEC's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the Mu-255 Law convention. The CLEC will be required to provide BellSouth daily updates to the E911 database. A CLEC will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, the CLEC will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

5. Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on CLECs beyond applicable charges for BellSouth trunking arrangements shown on Attachment A.

6. 911/E911 Databases. BellSouth will load CLEC end-user information into 911/E911 databases in the same manner it loads BellSouth end-user information so that CLEC end-user information is available at the same time and in the same manner as BellSouth end-user information.

7. Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers

determine the appropriate practices and procedures for BellSouth and CLECs to follow in providing 911/E911 services.

B. Directory Assistance Services. BellSouth provides CLECs nondiscriminatory access to directory assistance services and databases on the following terms:

1. Directory Assistance Database. BellSouth includes CLEC subscriber listings in BellSouth's directory assistance database at no charge. CLECs must provide timely updates in the appropriate format. The same procedures and time intervals will apply to the entry of directory assistance information and updates for BellSouth, CLECs and independent telephone company end-users.

2. BellSouth Directory Assistance Services. BellSouth provides CLECs and their subscribers nondiscriminatory access to directory assistance service under BellSouth's tariffs. CLEC subscribers will be able to reach BellSouth's directory assistance by dialing the same numbers, and will receive the same treatment, as BellSouth subscribers. If the CLEC provides ANI, then additional services such as directory assistance call completion will be available. BellSouth offers CLECs the following access options on the same terms as they are currently offered to other telecommunications providers:

a. Directory Assistance Access Service. This service is currently provided by BellSouth to IXC's for directory assistance.

b. Direct Access to Directory Assistance Service. This service provides direct on-line access to BellSouth's directory assistance database.

c. Directory Assistance Database Service. This service provides a copy of the BellSouth Directory Assistance database to requesting carriers.

3. Selective Routing for CLEC Branded Directory Assistance Services. BellSouth provides CLECs purchasing BellSouth unbundled local circuit switching and reselling BellSouth local exchange service with selective routing or a compatible signaling protocol for routing of calls to a requesting CLEC's directory service platform for provision of CLEC directory assistance services or to a BellSouth platform for BellSouth provision of CLEC-branded directory assistance. In either case, CLEC customers may use the same dialing arrangements as BellSouth customers, but obtain a CLEC-branded service. BellSouth's selective routing offering is discussed in Section X.A.3.f.

4. Rates. Rates for Directory Assistance Services provided under 47 U.S.C. § 271(c)(2)(B)(vii) are set out in Attachment A.

C. Operator Call Completion Services. BellSouth provides operator services to CLECs in the same manner and extent, utilizing the same databases, that BellSouth provides operator services to its customers:

1. Busy Line Verification and Emergency Interrupt. Busy line verification and busy line verification and emergency interrupt allows BellSouth and CLEC subscribers to request an operator to verify that a line is busy or to interrupt a conversation.
2. Intercept Service. This service provides for call interception in the event of a number change or disconnect. BellSouth provides intercept service to CLECs.
3. Operator Call Processing Access Service. This service provides operator and automated call handling for processing and verification of alternative billing information for collect, calling card and billing to a third number. This service can also be used to provide customized call branding, dialing instructions and other operator assistance.
4. Centralized Message Distribution System. Centralized Message Distribution System ("CMDS") is a Bellcore administered national system used to transfer specially formatted messages among companies. BellSouth will offer CLECs CMDS Hosting and access to various mechanized reports provided through the system as set out in detail in Attachment E.
5. Selective Routing for CLEC-Branded Operator Call Completion Services. BellSouth provides CLECs purchasing BellSouth unbundled local circuit switching and reselling BellSouth local exchange service with selective routing or a compatible signaling protocol for routing of calls to a requesting CLEC's operator service platform for provision of CLEC operator call completion services or to a BellSouth platform for BellSouth provision of CLEC-branded operator call completion services. In either case, the CLEC's customers may use the same dialing arrangements as BellSouth customers, but obtain a CLEC-branded service. BellSouth's selective routing offering is discussed in Section X.A.3.f.
6. Rates. Rates for Operator Call Completion Services provided under 47 U.S.C. § 271(c)(2)((B)(vii) are set out in Attachment A.

D. Quality of Network Elements. Where technically feasible, BellSouth provides CLECs nondiscriminatory access to the 911/E911 emergency network, directory assistance and operator call completion services, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions and technical requirements applicable to CLEC nondiscriminatory access to BellSouth 911/E911 emergency network, directory assistance and operator call completion services. BellSouth provides network elements according to applicable industry standard technical references.

E. Ordering and Provisioning. Where technically feasible, BellSouth provides ordering and provisioning services for nondiscriminatory access to the 911/E911

emergency network, directory assistance and operator call completion services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning nondiscriminatory access to 911/E911 emergency network, directory assistance and operator call completion services elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

#### **VIII. White Pages Directory Listings For CLEC Customers (47 U.S.C. § 271(c)(2)(B)(viii))**

BellSouth provides CLECs and their customers access to white pages directory listings under the following terms:

A. Listings. BellSouth or its agent will include CLEC residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between CLEC and BellSouth subscribers.

B. Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to CLECs or their subscribers provided that the CLEC provides subscriber listing information to BellSouth at no charge.

C. Procedures for Submitting CLEC Subscriber Information. BellSouth will provide to CLECs a magnetic tape or computer disk containing the proper format for submitting subscriber listings. CLECs will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the BellSouth Business Rules for Local Ordering. See Section XV.

D. Unlisted Subscribers. CLECs will be required to provide to BellSouth the names, addresses and telephone numbers of all CLEC customers that wish to be omitted from directories.

E. Inclusion of CLEC Customers in Directory Assistance Database. BellSouth will include and maintain CLEC subscriber listings in BellSouth's directory assistance database at no charge. BellSouth and CLECs will formulate appropriate procedures regarding leadtime, timeliness, format and content of listing information. CLEC subscriber listings and information will be migrated on an "as is" basis upon a change of service provider consistent with OBF standards.

F. Listing Information Confidentiality. BellSouth will accord a CLEC's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to a CLEC's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

G. Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

H. Delivery. BellSouth or its agent shall deliver White Pages directories to CLEC subscribers at no charge.

**IX. Nondiscriminatory Access to Telephone Numbers For CLEC Customers (47 U.S.C. §§ 251(b)(3) and § 271((c)(2)(B)(ix))**

Non-Discriminatory Access. A neutral party currently serves as the North American Numbering Plan administrator. BellSouth complies with the rules adopted pursuant to 47 U.S.C. § 251(e).

**X. Nondiscriminatory Access to Signaling and Signaling Databases (47 U.S.C. §§ 251(c)(3), 252(d)(2) and 271(c)(2)(B)(x))**

BellSouth provides nondiscriminatory access to signaling and signaling databases under the following terms:

A. Signaling and Signaling Databases. Signaling elements offered by BellSouth include signaling systems and databases. Signaling elements facilitate call routing and completion. BellSouth offers CLECs mediated access to BellSouth's signaling network and signaling databases on an unbundled basis. Available signaling elements include Signaling Links, Signal Transfer Points and Service Control Points.

1. Signaling Links. Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a dedicated set of two or four 56 kbps transmission paths between the CLEC designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point. BellSouth will provide connections between a switch or Service Switching Point and a home Signal Transfer Point and connections between two Signal Transfer Point pairs in different company networks.

2. Signal Transfer Points. Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth network elements such as local switching, databases and third-party provided services.

3. Service Control Points. Service Control Points ("SCPs") are databases that store and provide access and the ability to manipulate information required to offer particular services. BellSouth provides the following SCP databases on an unbundled basis:

a. Line Information Database. The line information database ("LIDB") is an SCP transaction-oriented database that contains records



associated with subscriber line numbers and special billing numbers. CLECs may query BellSouth's LIDB to verify collect or third number billing calls. BellSouth will enter CLEC line information into its LIDB under the terms of the Line Information Database Storage Agreement attached as Attachment F. Entry of line information into LIDB will allow CLEC end users to participate in alternate billing arrangements such as collect or third number billed calls.

b. Toll Free Number Database. The Toll Free Number Database is an SCP that provides functionality necessary for toll free number service.

c. Automatic Location Identification/Data Management System. The Automatic Location Identification/Data Management System contains subscriber information used to route calls to the appropriate Public Safety Answering Point.

d. Advanced Intelligent Network. BellSouth offers CLECs access to its SCP-based Advanced Intelligent Network ("AIN") through BellSouth's Service Creation Environment and Service Management System ("SCE/SMS"). SCE/SMS access allows CLECs to provide AIN services from either BellSouth switches or their own. It also allows CLECs to create service applications using BellSouth's AIN service creation tools and to deploy those services using BellSouth's service management tools. CLECs have the same access to SCE/SMS as BellSouth.

e. Additional Databases. BellSouth provides CLECs access to the following additional databases on an unbundled network element basis: Calling Name Database, 911 Database, E911 Database and number portability databases.

f. Selective Routing. Selective routing allows CLECs purchasing unbundled BellSouth local switching or reselling BellSouth retail service to identify and selectively route subscriber calls from a BellSouth switch and BellSouth services to a CLEC's switch and services using the same digits dialed by BellSouth subscribers. In addition, calls may be selectively routed to BellSouth platforms allowing BellSouth to provide CLEC-branded services on behalf of the CLEC. This allows CLEC branding of services such as operator, directory assistance or repair services. Selective routing is provided through AIN-based carrier routing service. BellSouth also provides selective routing through the use of line class codes.

B. Rates. Rates for BellSouth's signaling services, including databases, are set out in Attachment A.

C. Ordering and Provisioning. BellSouth provides selective routing, signaling and signaling database element ordering and provisioning services to CLECs that are at least equal in quality to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning selective routing, signaling and signaling database services are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

D. Quality of Network Elements. BellSouth provides CLECs with unbundled signaling and signaling database elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions and technical requirements applicable to CLEC access to BellSouth unbundled network elements including signaling and signaling databases. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

E. 800 Query Rates. Rates for a CLEC to use BellSouth's 800 database (for query purposes only) are set out in Attachment A.

**XI. Number Portability (47 U.S.C. §§ 251(b)(2) and 271(c)(2)(B)(xi))**

A. Number Portability. Number Portability is a service arrangement that allows an end user customer who switches service providers to keep the same telephone number. BellSouth offers a permanent local number portability (LNP) solution. Where BellSouth's end office is not equipped to provide a permanent LNP solution, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of the CLEC.

B. Ordering and Provisioning. Detailed guidelines for ordering and provisioning are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

C. Quality of Service. BellSouth will provide number portability to CLECs and their customers with minimum impairment of functionality, quality, reliability and convenience.

D. Rates. Rates for SPNP are set out in Attachment A.

**XII. Local Dialing Parity (47 U.S.C. §§ 251(b)(3) and 271(c)(2)(B)(xii))**

Local Dialing Parity. CLEC customers will not have to dial any greater number of digits than BellSouth customers to complete the same type of call. In addition, CLEC local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

### **XIII. Reciprocal Compensation (47 U.S.C. §§ 252(d)(2) and 271(c)(2)(B)(xiii))<sup>3</sup>**

BellSouth provides reciprocal compensation under the following terms:

A. Mutual and Reciprocal Cost Recovery. BellSouth provides for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on BellSouth's and the CLEC's networks. BellSouth's charges for transport and termination of calls on its network are set out in Attachment A.

B. Disputes Related to Reciprocal Compensation. If BellSouth and CLECs operating under this Statement and/or an interconnection agreement have any disputes regarding reciprocal compensation for transport and termination of traffic, they will continue to transport and terminate traffic so that end users are not affected until any dispute is resolved.

### **XIV. BellSouth Retail Services Available for Resale (47 U.S.C. §§ 251(b)(1), 251(c)(4), 252(d)(3) and 271(c)(2)(B)(xiv))**

BellSouth provides retail telecommunications services for resale by CLECs under the following terms:

A. Retail Services. Retail telecommunications services ("retail services") are telecommunications services that BellSouth provides at retail to subscribers that are not telecommunications carriers. N11 is not a retail service and is not available for resale.

B. Discounts. Retail services, as ordered by the Authority, are available at discounts set out in Attachment H. Discounts apply to intrastate tariffed services and are not applicable to non-tariffed services or products, taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs.

C. Compliance with Tariff Conditions. Retail services must be resold in compliance with the applicable terms and conditions of the service offering that are contained in BellSouth's existing retail tariffs. Thus, for example, cross-class selling is prohibited. Pursuant to the Authority's orders, the following specific services must be resold as described below:

1. Grandfathered Services. Grandfathered services are available for resale. These services may only be offered to subscribers who have already been grandfathered. These services may not be resold to a different group(s) or a new group(s) of subscribers.

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<sup>3</sup> Intercarrier compensation for traffic delivered to enhanced service providers (which includes traffic delivered to Internet Service Providers), is not subject to the reciprocal compensation provisions of section 251(b)(5) and will be treated consistent with the requirements for compensation set forth in the FCC's Order on Remand and Report and Order in the matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 Intercarrier Compensation for ISP-Bound Traffic, CC Dockets 96-98 and 99-68, Released April 27, 2001.

2. LinkUp/Lifeline Services. LinkUp/Lifeline services are available for resale. These services may be resold only to subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. CLECs must discount LinkUp/Lifeline services by at least the same percentage as that currently provided by BellSouth.

3. Contract Service Arrangements. Discounted contract service arrangements ("CSAs") may be resold to the specific BellSouth end user for whom the CSA was constructed or to similarly situated end users. End users are similarly situated if their quantity of use and length of contract, and the rates, terms and conditions of service, are the same. If a reseller assumes all of the terms and conditions of a CSA, no termination charges will apply to the end user upon the assumption of the CSA.

4. Promotions. Retail promotions offered for ninety (90) days or less will not be available for resale. Promotions of more than ninety (90) days will be made available for resale at the tariffed rate minus the applicable wholesale discount. Promotions of more than ninety (90) days offered on a "promotional rate" basis will be made available for resale at the promotional rate but will not be further discounted. Promotions for more than ninety (90) days may only be offered to customers who would qualify for the promotion if they received it directly from BellSouth.

D. Quality of Resale Services. The services and service provisioning that BellSouth provides CLECs for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. BellSouth will provide resellers with preordering, service ordering, service trouble reporting and repair, and daily usage data functionality that will enable a reseller to provide equivalent levels of customer service to its local exchange customers as BellSouth provides to its own end users.

E. BellSouth Interaction with CLEC Customers. When interacting with CLEC resale customers on behalf of a CLEC, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of CLEC customers with BellSouth customers.

F. Transfer of Customers. BellSouth will implement CLEC requests to disconnect the service of a BellSouth end user and transfer that customer's service to the CLEC. In the case of a customer terminating service from a CLEC, BellSouth will notify the CLEC within twenty-four (24) hours. BellSouth will not require end user confirmation prior to transferring an end user's service. A CLEC must, however, provide proof of authorization upon request.

G. Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service

provider as requested by the end user and will assess the party responsible for the unauthorized change as described in FCC Tariff No. 1, Section 13, or applicable state tariff. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the party responsible for the unauthorized change.

H. Interexchange Carrier Selection. BellSouth will implement requests to change a CLEC end user's choice of a primary interexchange carrier and/or intraLATA toll carrier.

I. Customer of Record. The CLEC will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Statement, BellSouth will take orders from, bill and expect payment from the CLEC for all services.

J. Single Point of Contact. The CLEC will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, the CLEC must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill the CLEC for troubles that are found not to be in the BellSouth network. BellSouth will have no other contact with CLEC end users, except as provided herein.

K. Detailed Guidelines for Ordering, Provisioning and Billing. Detailed guidelines for ordering, provisioning and billing of resold services are contained in the BellSouth Business Rules for Local Ordering. See Section XV.

L. Resale of Transmitted Telephone Number Information. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

M. Maintenance of BellSouth Facilities and Equipment. BellSouth facilities and equipment used to provide CLEC-resold services will be maintained by BellSouth. A CLEC or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth.

N. Billing and Collection. This Statement does not provide for billing and collection services. CLEC requests for billing and collection services should be referred to the appropriate entity or operational group within BellSouth.

O. Discontinuing CLEC End User Service. BellSouth will discontinue service provided to a CLEC's resale end user customers as follows:

1. Where possible, BellSouth will deny service to a CLEC's end user on behalf of, and at the request of, the CLEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the CLEC.

2. At the request of a CLEC, BellSouth will disconnect a CLEC end user customer.
3. CLEC requests for denial or disconnection of an end user for nonpayment must be in writing.
4. A CLEC is solely responsible for notifying the end user of the proposed service disconnection.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise a CLEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by the CLEC and/or the end user against any claim, loss or damage arising from providing this information to the CLEC. It is the responsibility of the CLEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

## **XV. Ordering Guide**

A. BellSouth provides detailed administrative information and procedures for ordering facilities and services under this Statement through the BellSouth Business Rules for Local Ordering. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering interconnection, facilities and resale services from BellSouth. This manual can be accessed at <http://www.interconnection.bellsouth.com/guides/>. The administrative information and procedures set out in this manual is intended to ensure that CLECs understand how to order BellSouth unbundled network elements, resale services and other facilities and services set out in this Statement on a day-to-day basis. This manual will be updated to conform to CLEC needs, systems developments and changes to and improvements in administrative procedures. Changes to the manual will not affect BellSouth's commitments, set out in this Statement, to treat CLECs in a non-discriminatory manner.

## **XVI. Performance Measures/Enforcement Plan**

- A. Performance Measures and Enforcement Plan. Upon the Authority's approval of the interim Performance Measurements Plan proposed by BellSouth, or upon the Authority's issuance of an order, applicable to all CLECs generally, BellSouth shall implement in Tennessee such Performance Measures as of the legally effective date.
- B. Additional Measures. Additional Service Quality Measurements and reports may be developed through the BFR process described in Attachment B.

## **XVII. Forecasting Requirements**

A. Technical Descriptions and Forecasting. CLECs ordering out of this Statement shall provide technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to establish the interconnections necessary to assure traffic completion to and from all customers in their respective designated service areas.

B. Regular Meetings. The Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of discussing non-binding forecasts of their traffic and volume requirements for interconnection and network elements provided under this Agreement, in the form and detail as agreed. Section XVII. C. contains guidelines regarding trunk forecasts and meetings that the Parties may use. The Parties agree that each forecast provided under this section shall be deemed "Confidential Information" under Section XXIII of this Statement.

C. Trunk Forecasts. The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two years. Forecast meetings may be face-to-face meetings, video or audio conferences. Meetings may be held regionally or otherwise. Forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. BellSouth reserves the right to disconnect underutilized trunks. The Parties agree that forecast information provided under this Section shall be deemed "Confidential Information" under Section XXIII of this Statement.

D. Binding Forecasts. In addition to, and not in lieu of, the non-binding forecasts required by Section XVII.B., a Party that is required pursuant to this Statement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Statement to receive a forecast (the "Forecast Recipient") may request that the other Party negotiate to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast provisions in good faith and may include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform and any other terms desired. The Parties agree that any Binding Forecast provided under this Section shall be deemed "Confidential Information" under Section XXIII of this Statement.

E. Non-Binding Forecasts. For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any

liability for failure to perform if the trunks are not available for use or ordered at the stated time.

#### **XVIII. Network Design and Management (47 U.S.C. § 251(c)(5))**

A. Network Management and Changes. BellSouth will work cooperatively with a CLEC to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. Interconnection Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. Network Management Controls. BellSouth will work cooperatively with a CLEC to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

D. Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to a CLEC, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with a CLEC on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

E. Network Expansion. For network expansion, BellSouth will review engineering requirements with each CLEC on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

F. Call Information. BellSouth will provide a CLEC with the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ code, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each company to bill properly.



## **XIX. Taxes**

A. Definition. The terms “taxes” and “fees” shall include, but not be limited to, federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

B. Taxes and Fees Imposed Directly On Either Seller or Purchaser.

1. Taxes and fees imposed on the providing party, which are not permitted or required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

D. Taxes and Fees Imposed on Seller But Passed On To Purchaser.

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

**XX. Auditing Procedures**

A. Audits. On thirty (30) days written notice, each company must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and the CLEC shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the company being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the company requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either company is found

to have overstated the PLU by twenty percentage points (20%) or more, that company shall reimburse the auditing company for the cost of the audit.

B. Percent Interstate Usage. For combined interstate and intrastate CLEC traffic terminated by BellSouth over the same facilities, a CLEC will be required to provide a projected Percent Interstate Usage ("PIU")<sup>4</sup> to BellSouth. All jurisdictional report requirements, rules and regulations for IXC's specified in BellSouth's Intrastate Access Services Tariff will apply to the CLEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. CLEC Resale Audit. BellSouth reserves the right to periodically audit services purchased by a CLEC for the purposes of resale to confirm that such services are being utilized in conformity with this Statement and BellSouth's tariffs. The CLEC will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Statement or BellSouth's tariffs, the CLEC shall be notified and billing for the service will be immediately changed to conform with this Statement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

## **XXI. Liability and Indemnification**

A. BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible CLEC revenues.

B. Liability for Acts or Omissions of Third Parties. Neither BellSouth nor a CLEC shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Statement.

C. Mutual Limitation of Liability. BellSouth and a CLEC shall limit the liability of each other to the customers of the other to the greatest extent permissible by law. Each company is required to include in its local service tariff if it files one, or in an appropriate document that is binding on its customers if it does not file a local service tariff, a limitation of liability for damages by its customers that covers each company as a provider of a portion of an end user service to the same extent as each company limits its own liability to its customers.

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<sup>3</sup>Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Company Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating company pays services.

D. No Liability for Certain Damage. Neither BellSouth nor a CLEC shall be liable for damages to the other's terminal location, point of interface ("POI") or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

E. Indemnification for Certain Claims. BellSouth and a CLEC providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Statement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Statement.

F. No Liability for Certain Inaccurate Data. Neither BellSouth nor a CLEC assumes any liability for the accuracy of data provided by one company to the other and each company agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Statement.

## **XXII. Intellectual Property Rights and Indemnification**

A. No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Statement. A CLEC is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

B. Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a party shall remain in the exclusive ownership of that party. Except for a limited license to use patents or copyrights to the extent necessary for the parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a party, is granted to the other party or shall be implied or arise by estoppel. It is the responsibility of each party to ensure at no additional cost to the other party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

C. Indemnification. The party providing a service pursuant to this Agreement will defend the party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving party of such

service and will indemnify the receiving party for any damages awarded based solely on such claims in accordance with Section XXI of this Agreement.

D. Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes or, in reasonable judgment of the party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

E. Exception to Obligations. Neither party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

F. Exclusive Remedy. The foregoing shall constitute the parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

### **XXIII. Treatment of Proprietary and Confidential Information**

A. Confidential Information. It may be necessary for BellSouth and a CLEC to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and the CLEC shall receive such Information and not disclose such Information. BellSouth and the CLEC shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and the CLEC with a need to know such Information and which employees agree to be bound

by the terms of this Section. BellSouth and the CLEC will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or the CLEC to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a party other than BellSouth or the CLEC; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving company without an obligation to keep it confidential.

#### **XXIV. Notices/Discontinuance of Service/Deposits**

A. BellSouth provides notice to CLECs ordering interconnection, unbundled network elements or retail telecommunications services for resale under this Statement under the following terms:

1. Notice of Network Changes. BellSouth provides notice of network changes in compliance with FCC rules.

2. Notice of Changes Affecting Unbundled Network Element and Resale Offerings. BellSouth provides CLECs advance notice of any changes to its retail services 45 days before such changes. Such notification will be via Internet posting of changes affecting unbundled network element and resale offerings, including operations support systems. To the extent that revisions occur between the time BellSouth notifies a CLEC of changes under this Statement and the time the changes are scheduled to be implemented, BellSouth will immediately notify a CLEC of such revisions consistent with BellSouth's internal notification process. CLEC may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct.

3. Notices in Writing. Every notice, consent, approval, or other communications required by this Statement to be in writing, for example, notices of discontinuation of service under Section XIV.O. and P. shall be delivered in person or given by postage prepaid mail to the address the intended recipient previously shall have designated by written notice to the other party. Notices to BellSouth shall be addressed to the CLEC's account manager.

B. Discontinuing Service to a CLEC. The procedures for discontinuing service to a CLEC are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by a CLEC of the rules and regulations contained in BellSouth's tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to the CLEC that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and the CLEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If the CLEC fails to comply with the provisions of this Statement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by the CLEC to receive notices of noncompliance, discontinue the provision of existing services to the CLEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and the CLEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to the CLEC without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, the CLEC's services will be discontinued. Upon discontinuance of service on a CLEC's account, service to the CLEC's end users will be denied. BellSouth will reestablish service at the request of the end user or the CLEC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

- C. Deposits. BellSouth may require a CLEC to make a deposit when purchasing services pursuant to this Statement to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves the CLEC from the prompt payment of bills on presentation, nor does it constitute a waiver or



modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that a CLEC defaults on its account, service to the CLEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to the CLEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the CLEC by the accrual date.

## **Attachment - A**

## Statement of Generally Available Terms and Conditions Tennessee Price List

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
<b>A.0</b>	<b>UNBUNDLED LOCAL LOOP</b>							
<b>A.1</b>	<b>2-Wire Analog Voice Grade Loop (2-WAVGL)</b>							
A.1.1	2-WAVGL- Service level 1	Loop						
	Zone 1		\$13.19					97-01262
	Zone 2		\$17.23					97-01262
	Zone 3		\$22.53					97-01262
A.1.2	2-WAVGL- Service level 2	Loop						
	Zone 1		\$16.56					97-01262
	Zone 2		\$21.63					97-01262
	Zone 3		\$28.28					97-01262
A.1.3	2-WAVGL-SL1-Manual Order Coordination	Loop						
A.1.4	2-WAVGL-SL1-Order Coordination for Specified Conversion Time	Loop						
A.1.5	2-WAVGL-SL2-Order Coordination for Specified Conversion Time	Loop						
<b>A.2</b>	<b>Sub-Loop 2-wire analog</b>							
A.2.1	Loop feeder per 2-WVGL	Loop	\$12.05	\$122.24	\$85.05	\$76.35	\$39.16	97-01262
A.2.2	Loop distribution - per 2-WAVGL	Loop	\$10.02	\$148.84	\$112.34	\$73.14	\$36.65	97-01262
A.2.3	Loop concentration- Channelization System (Outside C.O.)	System	\$328.28	\$651.09	\$283.42	\$207.92	\$50.94	97-01262
A.2.4	Loop concentration-Remote terminal Cabinet (Outside CO)	Cabinet	ICB					97-01262
A.2.5	Loop concentration-Remote Channel Interface (Outside CO)	Interface	\$0.88	\$9.43	\$9.40	\$4.71	\$4.70	97-01262
A.2.6	NID per 2-WAVGL	Loop	\$1.15	\$0.74				97-01262
A.2.7	LC-Channelization System-Incremental Cost-Manual Svc Order vs Electronic	System		\$20.35	\$10.54	\$13.32		97-01262
A.2.8	Sub-Loop Feeder-Order Coordination for Specified Conversion Time	Loop		\$34.29				97-01262
A.2.9	Sub-Loop Distribution-Order Coordination for Specified Conversion Time	Loop		\$34.29				97-01262
A.2.11	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop	Loop						
	Zone 1		\$7.30	\$147.93	\$75.11	\$99.96	\$16.98	00-00544
	Zone 2		\$9.54	\$147.93	\$75.11	\$99.96	\$16.98	00-00544
	Zone 3		\$12.47	\$147.93	\$75.11	\$99.96	\$16.98	00-00544
A.2.13	Network Interface Device Cross Connect	Cross Connect		\$11.11	\$11.11			00-00544
A.2.14	2-Wire Intrabuilding Network Cable (INC)	Per Cable	\$1.35	\$94.56	\$29.35			00-00544 (2nd Int. Ord.)
A.2.15	4-Wire Intrabuilding Network Cable (INC)		\$2.26	\$116.14	\$37.10			00-00544 (2nd Int. Ord.)
A.2.17	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			\$517.25				00-00544
A.2.18	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			\$42.68				00-00544
A.2.19	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			\$313.01				00-00544 (2nd Int. Ord.)
A.2.20	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			\$108.06				00-00544 (2nd Int. Ord.)
A.2.21	Sub-Loop - Per Cross Box Location - CLEC Distribution Facility Set-Up			\$517.25				00-00544
A.2.24	Sub-Loop - Per 4-Wire Analog Voice Grade Loop / Feeder Only	Loop						
	Zone 1		\$21.52	\$137.31	\$61.93	\$118.04	\$30.13	00-00544
	Zone 2		\$28.11	\$137.31	\$61.93	\$118.04	\$30.13	00-00544
	Zone 3		\$36.76	\$137.31	\$61.93	\$118.04	\$30.13	00-00544
A.2.25	Sub-Loop - Per 2-Wire ISDN Digital Grade Loop / Feeder Only	Loop						
	Zone 1		\$16.11	\$142.83	\$67.45	\$104.67	\$18.53	00-00544

# Statement of Generally Available Terms and Conditions Tennessee Price List

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
	Zone 2		\$21.04	\$142.83	\$67.45	\$104.67	\$18.53	00-00544
	Zone 3		\$27.51	\$142.83	\$67.45	\$104.67	\$18.53	00-00544
A.2.29	Sub-Loop - Per 4-Wire 56 or 64 Kbps Digital Grade Loop / Feeder Only	Loop						
	Zone 1		\$26.06	\$116.00	\$40.62	\$106.82	\$18.91	00-00544
	Zone 2		\$34.03	\$116.00	\$40.62	\$106.82	\$18.91	00-00544
	Zone 3		\$44.50	\$116.00	\$40.62	\$106.82	\$18.91	00-00544
A.2.30	Sub-Loop - Per 2-Wire Copper Loop / Feeder Only	Loop						
	Zone 1		\$9.52	\$114.27	\$38.89	\$104.67	\$18.53	00-00544
	Zone 2		\$12.43	\$114.27	\$38.89	\$104.67	\$18.53	00-00544
	Zone 3		\$16.26	\$114.27	\$38.89	\$104.67	\$18.53	00-00544
A.2.32	Sub-Loop - Per 4-Wire Copper Loop / Feeder Only	Loop						
	Zone 1		\$14.37	\$123.41	\$48.03	\$110.44	\$22.53	00-00544
	Zone 2		\$18.76	\$123.41	\$48.03	\$110.44	\$22.53	00-00544
	Zone 3		\$24.53	\$123.41	\$48.03	\$110.44	\$22.53	00-00544
A.2.40	Sub-Loop - Per 2-Wire Copper Loop / Distribution Only	Loop						
	Zone 1		\$5.16	\$110.71	\$37.89	\$94.41	\$13.09	00-00544
	Zone 2		\$6.74	\$110.71	\$37.89	\$94.41	\$13.09	00-00544
	Zone 3		\$8.81	\$110.71	\$37.89	\$94.41	\$13.09	00-00544
A.2.42	Sub-Loop - Per 4-Wire Copper Loop / Distribution Only	Loop						
	Zone 1		\$6.52	\$117.12	\$44.30	\$99.96	\$16.98	00-00544
	Zone 2		\$8.52	\$117.12	\$44.30	\$99.96	\$16.98	00-00544
	Zone 3		\$11.14	\$117.12	\$44.30	\$99.96	\$16.98	00-00544
A.2.44	Network Interface Device (NID) - 2 line	Loop		\$89.69	\$54.56	\$0.6391	\$0.6391	00-00544
A.2.45	Network Interface Device (NID) - 6 line	Loop		\$129.65	\$94.51	\$0.6522	\$0.6522	00-00544
A.3	Loop Channelization and CO Interface (Inside CO)							
A.3.1	Loop Channelization System - DLC	System	\$307.07	\$307.34	\$74.37	\$4.18		97-01262
A.3.2	CO Channel Interface - 2-Wire Voice Grade	Interface	\$1.20	\$9.57	\$9.52	\$8.66	\$8.60	97-01262
A.3.3	LC-Channelization System-Incremental Cost-Manual Svc Order vs Electronic	System		\$20.35	\$10.54	\$13.32		97-01262
A.3.12	Unbundled Loop Concentration - System A (TR008)	System	\$500.18	\$613.60				00-00544
A.3.13	Unbundled Loop Concentration - System B (TR008)	System	\$54.82	\$255.67				00-00544
A.3.14	Unbundled Loop Concentration - System A (TR303)	System	\$539.00	\$613.60				00-00544
A.3.15	Unbundled Loop Concentration - System B (TR303)	System	\$92.37	\$255.67				00-00544
A.3.16	Unbundled Loop Concentration - DS1 Line Interface Card	Card	\$6.23	\$74.39	\$53.07	\$30.23	\$8.46	00-00544
A.3.17	Unbundled Loop Concentration - POTS Card	Card	\$2.32	\$8.69	\$8.65	\$9.71	\$9.65	00-00544
A.3.18	Unbundled Loop Concentration - ISDN (Brite Card)	Card	\$8.46	\$8.69	\$8.65	\$9.71	\$9.65	00-00544
A.3.19	Unbundled Loop Concentration - SPOTS Card	Card	\$12.45	\$8.69	\$8.65	\$9.71	\$9.65	00-00544
A.3.20	Unbundled Loop Concentration - Specials Card	Card	\$7.53	\$8.69	\$8.65	\$9.71	\$9.65	00-00544
A.3.21	Unbundled Loop Concentration - TEST CIRCUIT Card	Card	\$35.77	\$8.69	\$8.65	\$9.71	\$9.65	00-00544
A.3.22	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data	Interface	\$11.03	\$8.69	\$8.65	\$9.71	\$9.65	00-00544
A.4	4-Wire Analog Voice Grade Loop							

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BellSouthTelecommunications, Inc.  
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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
A.4.1	4-wire analog voice grade loop	Loop		\$122.76	\$85.57	\$76.35	\$39.16	97-01262
	Zone 1		\$24.70					97-01262
	Zone 2		\$32.25					97-01262
	Zone 3		\$42.17					97-01262
A.4.2	NID per 4-wire analog voice grade loop	Loop	\$1.27	\$0.74				97-01262
A.4.3	4-WAVGL-Order Coordination for Specified Conversion Time	Loop		\$34.29				97-01262
A.5	2-Wire ISDN Digital Grade Loop							
A.5.1	2-Wire ISDN Digital Grade Loop	Loop						97-01262
	Zone 1		\$22.22	\$142.76	\$88.88	\$76.35	\$39.16	97-01262
	Zone 2		\$29.02	\$142.76	\$88.88	\$76.35	\$39.16	97-01262
	Zone 3		\$37.95	\$142.76	\$88.88	\$76.35	\$39.16	97-01262
A.5.2	NID per 2-Wire ISDN Digital Grade Loop	Loop	\$1.15	\$0.74				97-01262
A.5.3	2-Wire ISDN Digital Grade Loop-Order Coordination for Specified Conversion Time	Loop		\$34.29				97-01262
A.5.6	Universal Digital Channel	Loop						
	Zone 1		\$22.22	\$142.76	\$88.88	\$76.35	\$39.16	97-01262
	Zone 2		\$29.02	\$142.76	\$88.88	\$76.35	\$39.16	97-01262
	Zone 3		\$37.95	\$142.76	\$88.88	\$76.35	\$39.16	97-01262
A.6	2-wire asymmetrical digital subscriber line (ADSL) compatible loop							
A.6.1	2-wire ADSL compatible loop	Loop		\$270.01	\$234.63	\$74.54	\$39.14	97-01262
	Zone 1		\$13.82					97-01262
	Zone 2		\$18.05					97-01262
	Zone 3		\$23.60					97-01262
A.6.2	NID per 2-wire ADSL loop	Loop	\$1.15	\$0.74				97-01262
A.6.3	2-Wire ADSL Digital Grade Loop-Order Coordination for Specified Conversion Time	Loop		\$34.29				97-01262
A.7	2-wire high bit rate DSL compatible loop							
	Zone 1		\$10.83					97-01262
	Zone 2		\$14.15					97-01262
	Zone 3		\$18.50					97-01262
A.7.1	2-wire HDSL compatible loop	Loop		\$270.01	\$234.63	\$74.54	\$39.14	97-01262
A.7.2	NID per 2-wire HDSL loop	Loop	\$1.15	\$0.74				97-01262
A.7.3	2-Wire HDSL Loop-Order Coordination for Specified Conversion Time	Loop		\$34.29				97-01262
A.8	4-wire HDSL compatible loop							
A.8.1	4-wire HDSL compatible loop	Loop		\$279.60	\$244.22	\$74.54	\$39.14	97-01262
	Zone 1		\$13.93					97-01262
	Zone 2		\$18.20					97-01262
	Zone 3		\$23.80					97-01262
A.8.2	NID per 4-wire HDSL loop	Loop	\$1.27	\$0.74				97-01262

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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
A.8.3	4-Wire HDSL Loop-Order Coordination for Specified Conversion Time			\$34.29				97-01262
<b>A.9</b>	<b>4-wire DS1 Digital Loop</b>	Loop						
A.9.1	4-wire DS1 Digital Loop			\$313.08	\$219.72	\$96.86	\$40.45	97-01262
	Zone 1		\$57.73					97-01262
	Zone 2		\$75.40					97-01262
	Zone 3		\$98.59					97-01262
A.9.2	4-Wire DS1 Loop - Incremental Cost - Manual Svc Order vs Electronic	Loop		\$18.98	\$8.43	\$11.95	\$0.00	97-01262
A.9.3	4-Wire DS1 Loop-Order Coordination for Specified Conversion Time	Loop		\$34.59				97-01262
<b>A.10</b>	<b>4-wire 56 or 64 KBPS Digital Grade Loop</b>							
A.10.1	4-wire 56 or 64 KBPS Digital Grade Loop	Loop		\$207.01	\$141.38	\$90.70	\$44.18	97-01262
	Zone 1		\$31.10					97-01262
	Zone 2		\$40.61					97-01262
	Zone 3		\$53.11					97-01262
A.10.2	NID per 4-wire 56 or 64 KBPS Digital Grade Loop	Loop	\$1.27	\$0.74				97-01262
A.10.3	4-Wire 56/64 Kbps Dig. GL-Order Coordination for Specified Conversion Time	Loop		\$34.29				97-01262
<b>A.11</b>	<b>Unbundled Loops-Incremental Cost-Manual Svc vs Electronic</b>							
A.11.1	Unbundled 2-Wire Loops-Incremental Cost-Manual Svc vs Electronic	Loop		\$20.35	\$10.54	\$13.32		97-01262
A.11.2	Unbundled 4-Wire Loops (excluding DS1)-Incremental Cost-Manual vs Electronic	Loop		\$20.35	\$10.54	\$13.32		97-01262
A.11.3	NID per 2-Wire Loops- Manual Svc Order vs Electronic	Loop		\$20.35	\$10.54	\$13.32		97-01262
A.11.4	NID per 4-Wire Loops- Manual Svc Order vs Electronic	Loop		\$20.35	\$10.54	\$13.32		97-01262
<b>A.12</b>	<b>CONCENTRATION PER SYSTEM PER FEATURE ACTIVATED (OUTSIDE CENTRAL OFFICE)</b>							
A.12.1	Unbundled Loop Concentration - System A (TR008)	System	\$554.30	\$384.75	\$209.58	\$229.31	\$72.71	00-00544
A.12.2	Unbundled Loop Concentration - System B (TR008)	System	\$79.61	\$384.75	\$209.58	\$229.31	\$72.71	00-00544
A.12.3	Unbundled Loop Concentration - System A (TR303)	System	\$590.18	\$384.75	\$209.58	\$229.31	\$72.71	00-00544
A.12.4	Unbundled Loop Concentration - System B (TR303)	System	\$115.49	\$384.75	\$209.58	\$229.31	\$72.71	00-00544
A.12.5	Unbundled Sub-loop Concentration - USLC Feeder Interface	Interface	\$60.89	\$116.00	\$40.62	\$106.82	\$18.91	00-00544
A.12.6	Unbundled Loop Concentration - POTS Card	Card	\$2.43	\$8.69	\$8.65	\$9.71	\$9.65	00-00544
A.12.7	Unbundled Loop Concentration - ISDN (Brite Card)	Card	\$8.93	\$8.69	\$8.65	\$9.71	\$9.65	00-00544
A.12.8	Unbundled Loop Concentration - SPOTS Card	Card	\$13.14	\$8.69	\$8.65	\$9.71	\$9.65	00-00544
A.12.9	Unbundled Loop Concentration - Specials Card	Card	\$7.94	\$8.69	\$8.65	\$9.71	\$9.65	00-00544
A.12.10	Unbundled Loop Concentration - TEST CIRCUIT Card	Card	\$37.78	\$8.69	\$8.65	\$9.71	\$9.65	00-00544
A.12.11	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data	Interface	\$11.64	\$8.69	\$8.65	\$9.71	\$9.65	00-00544
<b>A.13</b>	<b>2-WIRE COPPER LOOP</b>							
A.13.1	2-Wire Copper Loop - short (Nonrecurring with Loop Makeup)	Loop						
	Zone 1		\$13.19	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 2		\$17.23	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)

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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
	Zone 3		\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
A. 13.1	2-Wire Copper Loop - short (Nonrecurring without Loop Makeup)	Loop						
	Zone 1		\$13.19	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 2		\$17.23	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 3		\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
A. 13.7	2-Wire Copper Loop - long (Nonrecurring with Loop Makeup)	Loop						
	Zone 1		\$13.19	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 2		\$17.23	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 3		\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
A. 13.7	2-Wire Copper Loop - long (Nonrecurring without Loop Makeup)	Loop						
	Zone 1		\$13.19	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 2		\$17.23	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 3		\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
A. 13.12	2-Wire Copper Loop - Non-Designed	Loop						
	Zone 1		\$13.19	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 2		\$17.23	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 3		\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
A. 14	4-WIRE COPPER LOOP							
A. 14.1	4-Wire Copper Loop - short (Nonrecurring with Loop Makeup)	Loop						
	Zone 1		\$13.19	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 2		\$17.23	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 3		\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
A. 14.1	4-Wire Copper Loop - short (Nonrecurring without Loop Makeup)	Loop						
	Zone 1		\$13.19	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 2		\$17.23	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 3		\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
A. 14.7	4-Wire Copper Loop - long (Nonrecurring with Loop Makeup)	Loop						
	Zone 1		\$13.19	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 2		\$17.23	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 3		\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
A. 14.7	4-Wire Copper Loop - long (Nonrecurring without Loop Makeup)	Loop						
	Zone 1		\$13.19	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 2		\$17.23	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 3		\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
A. 14.7	4-Wire Copper Loop - long (Nonrecurring without Loop Makeup)	Loop						
	Zone 1		\$13.19	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 2		\$17.23	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 3		\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
A. 14.7	4-Wire Copper Loop - long (Nonrecurring without Loop Makeup)	Loop						
	Zone 1		\$13.19	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 2		\$17.23	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
	Zone 3		\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)

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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
	Zone 3		\$22.53	\$31.99	\$20.02	\$10.65	\$1.41	00-00544 (1st Int. Ord.)
<b>A.15</b>	<b>UNBUNDLED NETWORK TERMINATING WIRE (NTW)</b>							
A.15.1	Unbundled Network Terminating Wire (NTW) per Pair	Per Pair	\$0.4555	\$2.48				00-00544 (2nd Int. Ord.)
<b>A.16</b>	<b>HIGH CAPACITY UNBUNDLED LOCAL LOOP</b>							
A.16.1	High Capacity Unbundled Local Loop - DS3 - Facility Termination		\$374.24	\$595.37	\$304.50	\$234.83	\$170.16	00-00544
A.16.2	High Capacity Unbundled Local Loop - DS3 - Per Mile		\$9.19					00-00544
A.16.3	High Capacity Unbundled Local Loop - DS3 - Incremental Cost - Manual Svc Order vs. Electronic			\$36.84	\$36.84	\$19.01	\$19.01	00-00544
A.16.4	High Capacity Unbundled Local Loop - OC3 - Facility Termination		\$618.88	\$787.84	\$262.31	\$109.04	\$105.91	00-00544
A.16.5	High Capacity Unbundled Local Loop - OC3 - Per Mile		\$6.97					00-00544
A.16.6	High Capacity Unbundled Local Loop - OC3 - Incremental Cost Manual Svc Order vs. Electronic			\$36.84	\$36.84	\$19.01	\$19.01	00-00544
A.16.7	High Capacity Unbundled Local Loop - OC12 - Facility Termination		\$2,246.28	\$992.37	\$262.31	\$109.04	\$105.91	00-00544
A.16.8	High Capacity Unbundled Local Loop - OC12 - Per Mile		\$8.58					00-00544
A.16.9	High Capacity Unbundled Local Loop - OC12 - Incremental Cost - Manual Svc Order vs. Electronic			\$36.84	\$36.84	\$19.01	\$19.01	00-00544
A.16.10	High Capacity Unbundled Local Loop - OC48 - Facility Termination		\$1,490.11	\$1,190	\$255.01	\$128.05	\$124.92	00-00544
A.16.11	High Capacity Unbundled Local Loop - OC48 - Per Mile		\$28.14					00-00544
A.16.12	High Capacity Unbundled Local Loop - OC48 - Incremental Cost - Manual Svc Order vs. Electronic			\$36.84	\$36.84	\$19.01	\$19.01	00-00544
A.16.13	High Capacity Unbundled Local Loop - OC48 - Interface OC12 on OC48 Order vs Electronic		\$678.67	\$177.59	\$163.78	\$109.04	\$105.91	00-00544
A.16.14	High Capacity Unbundled Local Loop - STS-1 - Facility Termination		\$389.35	\$36.84	\$36.84	\$19.01	\$19.01	00-00544
A.16.15	High Capacity Unbundled Local Loop - STS-1 - Per Mile		\$9.19	\$595.37	\$304.50	\$215.82	\$151.15	00-00544
A.16.16	High Capacity Unbundled Local Loop - STS-1 - Incremental Cost - Manual Svc. Order vs. Electronic							00-00544
A.16.17				\$36.84	\$36.84	\$19.01	\$19.01	00-00544
<b>A.17</b>	<b>LOOP CONDITIONING</b>							
A.17.1	Unbundled Loop Modification - Load Coil / Equipment Removal - short	Per Loop		\$65.40				00-00544 (1st Int. Ord.)
A.17.2	Unbundled Loop Modification - Load Coil / Equipment Removal - long -	Per Loop		\$710.71	\$23.77			00-00544 (1st Int. Ord.)
A.17.3	Unbundled Loop Modification - Bridged Tap Removal	Per Loop		\$65.44				00-00544 (1st Int. Ord.)
A.17.4	Unbundled Loop Modification - Additive	Per Loop		\$12.36	\$12.36			00-00544
A.17.5	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Load Coil/Equipment Removal	Per Loop		\$335.36	\$7.82			00-00544
A.17.6	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Bridged Tap Removal	Per Loop		\$528.48	\$9.74			00-00544
<b>A.18</b>	<b>MULTIPLEXERS</b>							
A.18.1	Channelization - Channel System DS1 to DS0	System	\$80.77	\$141.87	\$77.11	\$14.51	\$13.46	97-01262
A.18.2	Interface Unit - Interface DS1 to DS0 - OCU - DP Card	Card	\$1.82	\$6.07	\$4.66			97-01262
A.18.3	Interface Unit - Interface DS1 to DS0 - Brite Card	Card	\$3.10	\$6.07	\$4.66			97-01262



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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
A.18.4	Interface Unit - Interface DS1 to DS0 - Voice Grade Card	Card	\$0.91	\$6.07	\$4.66			97-01262
A.18.5	Channelization - Channel System DS3 to DS1	System	\$222.98	\$308.03	\$108.47	\$44.47	\$42.62	97-01262
A.18.6	Interface Unit - Interface DS3 to DS1	Interface	\$17.58	\$6.07	\$4.66			97-01262
A.18.10	Channelization - Channel System DS1 to DS0 - Incremental Cost - Manual Service Order vs. Electronic	System		\$20.35	\$9.80	\$11.49	\$1.18	97-01262
A.18.11	Channelization - Channel System DS3 to DS1 - Incremental Cost - Manual Service Order vs. Electronic	System		\$20.35	\$9.80	\$11.49	\$1.18	97-01262
A.19	LOOP TESTING BEYOND VOICE GRADE							
A.19.1	Loop Testing Beyond VG - Basic per 1/2 hour	Per 1/2 Hr.		\$115.94	\$55.45			00-00544
A.19.2	Loop Testing Beyond VG - Overtime per 1/2 hour	Per 1/2 Hr.		\$151.69	\$72.75			00-00544
A.19.3	Loop Testing Beyond VG - Premium per 1/2 hour	Per 1/2 Hr.		\$187.43	\$90.06			00-00544
A.19.198	Loop Testing Beyond VG - Basic per 1/2 hour - Testing	Per 1/2 Hr.		\$53.31	\$53.31			00-00544
A.19.298	Loop Testing Beyond VG - Overtime per 1/2 hour - Testing	Per 1/2 Hr.		\$69.93	\$69.93			00-00544
A.19.398	Loop Testing Beyond VG - Premium per 1/2 hour - Testing	Per 1/2 Hr.		\$86.56	\$86.56			00-00544
B.0	UNBUNDLED LOCAL EXCHANGE AND FEATURES							
B.1	Exchange Ports (EP) (Including all Applicable Features)							
B.1.1	Exchange ports - 4-wire Analog Line Port (Res., Bus.)	Port	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92	97-01262
B.1.2	Exchange ports - 4-wire Analog Voice Grade Port	Port	\$8.27	\$9.93	\$9.19	\$3.66	\$2.92	97-01262
B.1.3	Exchange ports - 2-wire DID Port	Port	\$8.97	\$47.75	\$47.01	\$9.21	\$8.47	97-01262
B.1.4	Exchange ports - 4-wire DID Port	Port	\$35.74	\$75.93	\$38.15	\$8.77	\$8.04	97-01262
B.1.5	Exchange ports - 2-wire ISDN Port	Port	\$16.26	\$30.23	\$29.49	\$4.10	\$4.10	97-01262
B.1.6	Exchange ports - 4-wire ISDN DS1 Port	Port	\$75.04	\$148.66	\$147.18	\$38.46	\$36.98	97-01262
B.1.7	Exchange ports - 2-wire Analog Line Port (PBX)	Port	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92	97-01262
B.1.8	Exchange ports - Coin Port	Port	\$2.11	\$9.93	\$9.19	\$3.66	\$2.92	97-01262
B.1.9	EP-2-Wire Analog Line Port (Res., Bus.)-Incremental Cost-Manual vs Electronic	Port		\$20.35	\$10.54	\$13.32	\$1.40	97-01262
B.1.10	EP-4-WAVG Port-Incremental Cost-Manual Svc Order vs Electronic	Port		\$20.35	\$10.54	\$13.32	\$1.40	97-01262
B.1.11	EP-2-Wire DID Port-Incremental Cost-Manual Svc Order vs Electronic	Port		\$20.35	\$10.54	\$13.32	\$1.40	97-01262
B.1.12	EP-4-Wire DID Port-Incremental Cost-Manual Svc Order vs Electronic	Port		\$20.35	\$10.54	\$13.32	\$1.40	97-01262
B.1.13	EP-2-Wire ISDN Port-Incremental Cost-Manual Svc Order vs Electronic	Port		\$41.43	\$42.17	\$9.80	\$9.80	97-01262
B.1.14	EP-4-Wire ISDN DS1 Port-Incremental Cost-Manual Svc Order vs Electronic	Port		\$40.69	\$42.17	\$9.07	\$10.54	97-01262
B.1.15	EP-2-Wire Analog Line Port (PBX)-Incremental Cost-Manual Sc Order vs Electronic	Port		\$20.35	\$10.54	\$13.32	\$1.40	97-01262
B.1.16	Exchange ports - Coin Port-Incremental Cost-Manual Svc Order vs Electronic	Port		\$20.35	\$10.54	\$13.32	\$1.40	97-01262
C.0	UNBUNDLED SWITCHING AND LOCAL INTERCONNECTION							
C.1	Local switching							
C.1.1	End office switching function	MOU	\$0.008041					97-01262
C.1.2	End Office Interoffice Trunk Port - Shared, per MOU	MOU	Included in C.1.1					97-01262
C.2	Tandem switching							
C.2.1	Tandem switching function	MOU	\$0.0009778					97-01262

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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
C.2.2	Tandem Interoffice Trunk Port - Shared, per MOU	MOU	Included in C.2.1					97-01262
D.0	UNBUNDLED TRANSPORT AND LOCAL INTERCONNECTION							
D.1	Common Transport							
D.1.1	Common transport - per mile, per MOU	Per Mile, per MOU	\$0.0000064					97-01262
D.1.2	Common Transport - Facilities Termination per MOU	MOU	\$0.0003871					97-01262
D.2	Interoffice Transport - Dedicated - Voice Grade							
D.2.1	Interoffice Transport - Dedicated - Voice Grade	Per Mile, per MOU	\$0.0174					97-01262
D.2.2	Interoffice Transport-Dedicated - 2-wire voice grade- Facility Termination	Termination	\$18.58	\$55.39	\$17.37	\$27.96	\$3.51	97-01262
D.2.3	Interoffice Transport-Voice Grade-Incremental Cost-Manual Order vs Electronic	Termination		\$20.35	\$21.09	\$9.80	\$10.54	97-01262
D.3	Interoffice Transport - Dedicated-DSO-56/64 KBPS							
D.3.1	Interoffice Transport - Dedicated - DSO - per mile	Mile	\$0.0174					97-01262
D.3.2	Interoffice Transport-Dedicated-DSO-Facility Termination	Termination	\$17.98	\$55.39	\$17.37	\$27.96	\$3.51	97-01262
D.3.3	Interoffice Transport-DSO-Incremental Cost-Manual Svc Order vs Electronic	Termination		\$20.35	\$21.09	\$9.80	\$10.54	97-01262
D.4	Interoffice Transport - Dedicated - DS1							
D.4.1	Interoffice Transport - Dedicated - DS1 - per mile	Mile	\$0.3562					97-01262
D.4.2	Interoffice Transport-Dedicated-DS1-Facility Termination	Termination	\$77.86	\$112.40	\$76.27	\$19.55	\$14.99	97-01262
D.4.3	Interoffice Transport-DS1-Incremental Cost-Manual Svc Order vs Electronic	Termination		\$20.35	\$21.09	\$9.80	\$10.54	97-01262
D.5	Local Channel (LC) - Dedicated							
D.5.1	Local Channel - Dedicated - 2-wire voice grade	Channel		\$199.33	\$24.16	\$54.81	\$4.80	97-01262
	Zone 1		\$17.18					97-01262
	Zone 2		\$22.44					97-01262
	Zone 3		\$29.34					97-01262
D.5.2	Local Channel - Dedicated - 4-wire voice grade	Channel		\$201.53	\$24.83	\$55.52	\$5.51	97-01262
	Zone 1		\$18.18					97-01262
	Zone 2		\$23.74					97-01262
	Zone 3		\$31.05					97-01262
D.5.3	Local Channel - Dedicated - DS1	Channel		\$277.35	\$233.26	\$33.18	\$22.30	97-01262
	Zone 1		\$36.24					97-01262
	Zone 2		\$47.33					97-01262
	Zone 3		\$61.89					97-01262
D.5.4	LC-Dedicated-2-Wire Voice Grade-Incremental Cost-Manual Sc Order vs Electronic	Channel		\$20.35	\$10.54	\$13.30	\$0.00	97-01262
D.5.5	LC-Dedicated-4-Wire Voice Grade-Incremental Cost-Manual Sc Order vs Electronic	Channel		\$20.35	\$10.54	\$13.30	\$0.00	97-01262
D.5.6	LC-Dedicated-DS1-Incremental Cost-Manual Svc Order vs Electronic	Channel		\$45.68	\$1.76	\$21.75	\$1.76	97-01262
D.5.7	Local Channel - Dedicated - DS3 - Per Mile	Channel	\$7.15					00-00544
D.5.8	Local Channel - Dedicated - DS3 - Facility Termination	Channel	\$611.30	\$595.37	\$304.50	\$215.82	\$151.15	00-00544

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BellSouthTelecommunications, Inc.  
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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
D.5.9	Local Channel - Dedicated - DS3 - Incremental Cost - Manual Svc Order vs. Electronic	Channel		\$36.84	\$36.84	\$19.01	\$19.01	00-00544
D.5.10	Local Channel - Dedicated - OC3 - Per Mile	Channel	\$6.00					00-00544
D.5.11	Local Channel - Dedicated - OC3 - Facility Termination	Channel	\$1,320.28	\$787.84	\$262.31	\$109.04	\$105.91	00-00544
D.5.12	Local Channel - Dedicated - OC3 - Incremental Cost - Manual Svc Order vs. Electronic	Channel		\$36.84	\$36.84	\$19.01	\$19.01	00-00544
D.5.13	Local Channel - Dedicated - OC12 - Per Mile	Channel	\$8.58					00-00544
D.5.14	Local Channel - Dedicated - OC12 - Facility Termination	Channel	\$7,849.28	\$992.37	\$262.31	\$109.04	\$105.91	00-00544
D.5.15	Local Channel - Dedicated - OC12 - Incremental Cost - Manual Svc Order vs. Electronic	Channel		\$36.84	\$36.84	\$19.01	\$19.01	00-00544
D.5.16	Local Channel - Dedicated - OC48 - Per Mile	Channel	\$28.14					00-00544
D.5.17	Local Channel - Dedicated - OC48 - Facility Termination	Channel	\$1,908.11	\$985.07	\$255.01	\$109.04	\$105.91	00-00544
D.5.18	Local Channel - Dedicated - OC48 - Incremental Cost - Manual Svc Order vs. Electronic	Channel		\$36.84	\$36.84	\$19.01	\$19.01	00-00544
D.5.19	Local Channel - Dedicated - OC48 - Interface OC12 on OC48	Channel	\$644.82	\$382.12	\$163.78	\$109.04	\$105.91	00-00544
D.5.20	Local Channel - Dedicated - OC48 - Interface - Inc. Cost - Man. Svc Order vs. Electronic	Channel		\$36.84	\$36.84	\$19.01	\$19.01	00-00544
D.5.21	Local Channel - Dedicated - STS-1 - Facility Termination	Channel	\$599.59	\$588.07	\$297.20	\$215.82	\$151.15	00-00544
D.5.22	Local Channel - Dedicated - STS-1 - Incremental Cost - Manual Svc. Order vs. Electronic	Channel		\$36.84	\$36.84	\$19.01	\$19.01	00-00544
D.5.23	Local Channel - Dedicated - STS-1 - Per Mile	Channel	\$7.15					00-00544
D.6	INTEROFFICE TRANSPORT - DEDICATED - DS3							
D.6.1	Interoffice Transport - Dedicated - DS3 - Per Mile	Mile	\$2.34					00-00544
D.6.2	Interoffice Transport - Dedicated - DS3 - Facility Termination	Termination	\$848.99	\$395.29	\$176.56	\$109.04	\$105.91	00-00544
D.6.3	Interoffice Transport - DS3 - Incremental Cost - Manual Svc Order vs. Electronic	Termination		\$36.84	\$36.84	\$19.01	\$19.01	00-00544
D.7	INTEROFFICE TRANSPORT - DEDICATED - OC3							
D.7.1	Interoffice Transport - Dedicated - OC3 - Per Mile	Mile	\$4.43					00-00544
D.7.2	Interoffice Transport - Dedicated - OC3 - Facility Termination	Termination	\$2,361.11	\$689.30	\$163.78	\$109.04	\$105.91	00-00544
D.7.3	Interoffice Transport - Dedicated - OC3 - Incremental Cost - Manual Svc Order vs. Electronic	Termination		\$36.84	\$36.84	\$19.01	\$19.01	00-00544
D.8	INTEROFFICE TRANSPORT - DEDICATED - OC12							
D.8.1	Interoffice Transport - Dedicated - OC12 - Per Mile	Mile	\$14.41					00-00544
D.8.2	Interoffice Transport - Dedicated - OC12 - Facility Termination	Termination	\$9,124.11	\$893.84	\$163.78	\$109.04	\$105.91	00-00544
D.8.3	Interoffice Transport - Dedicated - OC12 - Incremental Cost - Manual Svc Order vs. Electronic	Termination		\$36.84	\$36.84	\$19.01	\$19.01	00-00544
D.9	INTEROFFICE TRANSPORT - DEDICATED - OC48							
D.9.1	Interoffice Transport - Dedicated - OC48 - Per Mile	Mile	\$26.52					00-00544
D.9.2	Interoffice Transport - Dedicated - OC48 - Facility Termination	Termination	\$13,229.11	\$893.84	\$163.78	\$109.04	\$105.91	00-00544
D.9.3	Interoffice Transport - Dedicated - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic	Termination		\$36.84	\$36.84	\$19.01	\$19.01	00-00544

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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
D.9.4	Interoffice Transport - Dedicated - OC48 - Interface OC12 on OC48	Termination		\$382.12	\$163.78	\$109.04	\$105.91	00-00544
D.9.5	Interoffice Transport - OC48 Interface - Incremental Cost-Manual Svc Order vs Electr	Termination		\$36.84	\$36.84	\$19.01	\$19.01	00-00544
D.10	INTEROFFICE TRANSPORT - DEDICATED - STS-1							
D.10.1	Interoffice Transport - Dedicated - STS-1 - Per Mile	Mile	\$2.34					00-00544
D.10.2	Interoffice Transport - Dedicated - STS-1 - Facility Termination	Termination	\$849.30	\$395.29	\$176.56	\$109.04	\$105.91	00-00544
D.10.3	Interoffice Transport - STS-1 - Incremental Cost - Manual Svc Order vs. Electronic	Termination		\$36.84	\$36.84	\$19.01	\$19.01	00-00544
D.12	INTEROFFICE TRANSPORT - DEDICATED - 4-WIRE VOICE GRADE							
D.12.1	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile	Mile	\$0.0054					00-00544
D.12.2	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Facility Termination	Termination	\$24.09	\$37.87	\$26.02	\$30.78	\$13.07	00-00544
D.12.3	Interoffice Transport - Dedicated - 4-Wire VG-Incremental Cost-Manual Svc Order vs Electr	Termination		\$15.08	\$15.08	\$8.66	\$8.66	00-00544
E.0	SIGNALING NETWORK, DATABASES, & SERVICE MANAGEMENT SYSTEMS							
E.1	800 Access Ten Digit Screening							
E.1.1	800 Access Ten digit screening (800 ATDS), per call	Call	\$0.0005192					97-01262
E.1.2	800 Access Ten digit screening, Reservation Charge per 800 Number Reserved	800 Number Reserved		\$5.21	\$0.76			97-01262
E.1.3	800 Access Ten digit screening, Per 800 # Established W/O POTS Translations	800 Number Established		\$11.47	\$1.46	\$7.34	\$0.7602	97-01262
E.1.4	800 Access Ten digit screening, Per 800 # Established With POTS Translations	800 Number Established		\$11.47	\$1.46	\$7.34	\$0.7602	97-01262
E.1.5	800 Access Ten digit screening, Customized Area of Service Per 800 Number	800 Number		\$4.47	\$2.24			97-01262
E.1.6	800 ATDS, Multiple InterLATA CXR Routing Per CXR Requested Per 800 #	800 Number		\$5.23	\$3.00			97-01262
E.1.7	800 Access Ten digit screening, Change Charge Per Request	Request		\$5.97	\$0.76			97-01262
E.1.8	800 Access Ten digit screening, Call Handling and Destination Features	Request		\$4.47				97-01262
E.1.9	800 ATDS, Resrv Chrg Per 800 # Reserved-Incr Cost-Manual Svc Order vs Electr	800 Number Reserved		\$20.35				97-01262
E.1.10	800 ATDS, Per 800 # Est'd w/o POTS Transl-Incr Cost-Manual Svc Order vs Electr	800 Number Established		\$20.35		\$13.28		97-01262
E.1.11	800 ATDS, Per 800 # Est'd w/ POTS Transl-Incr Cost-Manual Svc Order vs Electr	800 Number Established		\$20.35		\$13.28		97-01262
E.1.12	800 ATDS, Chng Chrg/Request-Incr Cost-Manual Svc Order vs Electr	Request		\$20.35				97-01262
E.2	Line Information Data Base Access (LIDB)							
E.2.1	LIDB Common Transport per Query	Query	\$0.0000354					97-01262
E.2.2	LIDB Validation per Query	Query	\$0.0117403					97-01262
E.2.3	LIDB Originating Point Code Establishment or Change	Point Code		\$49.03				97-01262
E.2.4	LIDB-Incremental Cost-Manual Svc Order vs Electronic	Point Code		\$20.35				97-01262

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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
<b>E.3</b>	<b>CCS7 Signaling Transport</b>							
E.3.1	CCS7 Signaling Connection, per 56kbps facility (A Link or B Link)	56kbps Facility	\$17.84	\$130.84				97-01262
E.3.2	CCS7 Signaling Termination, per STP Port	STP Port	\$138.41					97-01262
E.3.3	CCS7 Signaling Usage, per call setup message	Message	\$0.0000373					97-01262
E.3.4	CCS7 Signaling Usage, per TCAP Message	Message	\$0.0000916					97-01262
E.3.5	CCS7 Signaling Usage Surrogate, per 56kbps facility, per LATA per month	56kbps Facility, per LATA	\$352.30					97-01262
E.3.6	CCS7-Incremental Cost-Manual Svc Order vs Electronic	56kbps Facility		\$20.35				97-01262
E.3.7	CCS7 Signaling Connection, Per link (A link) (Same as E.3.1)	Link	\$17.84	\$130.84				00-00544
E.3.8	CCS7 Signaling Connection, Per link (B link) (also known as D link)(Same as E.3.1)	Link	\$17.84	\$130.84				00-00544
E.3.9	CCS7 Signaling Usage, Per ISUP Message(Same as E.3.3)	Message	\$0.0000373					00-00544
E.3.10	CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)(Same as E.3.5)	Link	\$352.30					00-00544
E.3.11	CCS7 Signaling Point Code, Establishment or Change, per STP affected	STP		\$121.77				00-00544
<b>E.4</b>	<b>BellSouth Calling Name (CNAM) Database (DB) Service</b>							
E.4.1	CNAM for DB Owners - Service Establishment, Manual	Per CLEC		\$43.27		\$39.79		00-00544
E.4.2	CNAM for Non DB Owners - Service Establishment, Manual	Per CLEC		\$43.27		\$39.79		00-00544
E.4.3	CNAM for DB Owners Service Provisioning with Point Code Establishment	Per Point Code		(I) \$1,868	(S) \$1,382	(I)\$507.09	(S) \$372.86	00-00544
E.4.4	CNAM for Non DB Owners Service Provisioning with Point Code Establishment	Per Point Code		(I) \$645.50	(S)\$462.23	(I)\$519.01	(S) \$372.86	00-00544
E.4.5	CNAM for DB and Non DB Owners, Per Query	Query	\$0.0010541					00-00544
<b>E.5</b>	<b>BellSouth Access To 911 Service</b>							
E.5.1	BellSouth E911 Access - Local Channel - Dedicated - 2-wire Voice Grade (Same as D.5.1)	Channel						
	Zone 1		\$17.18	\$199.33	\$24.16	\$54.81	\$4.80	00-00544
	Zone 2		\$22.44	\$199.33	\$24.16	\$54.81	\$4.80	00-00544
	Zone 3		\$29.34	\$199.33	\$24.16	\$54.81	\$4.80	00-00544
E.5.2	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Mile (Same as D.2.1)	Mile	\$0.02					00-00544
E.5.3	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire VG Facility Term (Same as D.2.2)							
E.5.4	BellSouth E911 Access - Local Channel - Dedicated - DS1 (Same as D.5.3)	Channel						
	Zone 1		\$18.58	\$55.39	\$17.37	\$27.96	\$3.51	00-00544
	Zone 2		\$36.24	\$277.35	\$233.26	\$33.18	\$22.30	00-00544
	Zone 3		\$47.33	\$277.35	\$233.26	\$33.18	\$22.30	00-00544
E.5.5	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Mile (Same as D.4.1)	Mile	\$0.36					00-00544
E.5.6	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Facility Termination (Same as D.4.2)	Termination	\$77.86	\$112.40	\$76.27	\$19.55	\$14.99	00-00544
<b>E.6</b>	<b>LNP Query Service</b>							

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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
E.6.1	LNP Cost Per query	Query	\$0.0009277					00-00544
E.6.2	LNP Service Establishment Manual	Per CLEC		\$23.60		\$21.71		00-00544
E.6.3	LNP Service Provisioning with Point Code Establishment	Per Point Code		(I) \$1,119	(S) \$571.71	(I) \$507.09	(S) \$372.86	00-00544
F.0	OPERATIONAL SUPPORT SYSTEMS							
F.1.	Operational Support Systems							
F.1.1	OSS Electronic Interface			Included in Loops, Ports, and Local Channels				97-01262
F.1.2	OSS OLEC Daily Usage File: Recording; per message	Message	\$0.0000044					97-01262
F.1.3	OSS OLEC Daily Usage File: Message distribution/processing, per message	Message	\$0.0027366					97-01262
F.1.4	OSS OLEC Daily Usage File: Message Distribution/Processing, per magnetic tape provisioned	Magnetic Tape	\$52.75					97-01262
F.1.5	OSS OLEC Daily Usage File: Data Transmission (Connect: Direct), per message	Message	\$0.0000339					97-01262
G.0	OPERATOR SVC AND DIRECTORY ASSISTANCE							
G.1	Operator Call Processing (OCP)							
G.1.1	OCP - Op. Provided cost per min - using BST LIDB	Minute	\$1.08					97-01262
G.1.2	OCP - Op. Provided cost per min - using foreign LIDB	Minute	\$1.13					97-01262
G.1.3	OCP - Fully automated cost per call -using BST LIDB	Call	\$0.1010353					97-01262
G.1.4	OCP-Fully automated cost per call-using foreign LIDB	Call	\$0.1228180					97-01262
G.1.5	Loading Expense Per Announcement For Branded Announcement	Announcement		\$240.71	\$240.71			97-01262
G.1.6	Recording Expense Per Announcement For Branded Announcement	Announcement		\$1,555.00	\$1,553.00	\$7.03	\$7.03	97-01262
G.2	Inward Operator Services (IOS)							
G.2.1	IOS - Verification, per minute	Minute	\$1.03					97-01262
G.2.2	IOS - Verification and Emergency Interrupt, per minute	Minute	\$1.03					97-01262
G.3	Directory assistance (DA) call completion access service (DACC)							
G.3.1	DACC, per call attempt	Call Attempt	\$0.0364771					97-01262
G.4	Number Svcs Intercept Access Service							
G.4.1	Number services intercept per query	Query	\$0.0177930					97-01262
G.5	Directory Assistance Access Service							
G.5.1	DA Access Service Calls, cost per call	Call	\$0.2286787					97-01262
G.5.2	Loading Expense Per Announcement For Branded Announcement	Announcement		\$240.71	\$240.71			97-01262
G.5.3	Recording Expense Per Announcement For Branded Announcement	Announcement		\$1,555.00	\$1,553.00	\$7.03	\$7.03	97-01262
G.6	Directory Transport (DT)							

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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
G.6.1	DT - Local Channel DS1	Channel	\$40.99	\$277.35	\$233.26	\$33.18	\$22.30	97-01262
G.6.2	DT - DS1 Level Interface per mile	Mile	\$0.3562					97-01262
G.6.3	DT - DS1 Level Interface per facility termination	Termination	\$77.86	\$112.40	\$76.27	\$19.55	\$14.99	97-01262
G.6.4	Switched common transport per DA access service per call	Call	\$0.0002710					97-01262
G.6.5	Switched common transport per DA access service per call per mile	Call, per Mile	\$0.0000165					97-01262
G.6.6	Access Tandem Switching per DA Access service per call	Call	\$0.0001875					97-01262
G.6.7	DT-DA Interconnection Per DA Service Call	Call	\$0.0000000					97-01262
G.6.8	DT-Installation NRC, Per Trunk or Signaling Connection	Trunk		\$204.62	\$4.43	\$136.09	\$4.43	97-01262
G.6.9	DT Local Channel DS1-Incremental Cost-Manual Svc Order vs Electronic	Channel		\$45.68	\$1.76	\$21.75	\$1.76	97-01262
G.6.10	DT Interface DS1-Incremental Cost-Manual Svc Order vs Electronic	Termination		\$20.35	\$21.09	\$9.80	\$10.54	97-01262
G.7	<b>Directory Assistance Data Base Service (DADS)</b>							
G.7.1	DADS Cost per Listing	Listing	\$0.0485					97-01262
G.7.2	DADS, Monthly Recurring Cost	Customer	\$104.13					97-01262
G.8	<b>Direct Access to Directory Assistance</b>							
G.8.1	Direct access to DA Service, per month	Customer	\$5.729					97-01262
G.8.2	Direct access to DA Service, per query	Query	\$0.0493769					97-01262
G.8.3	Direct Access to DA Service, Service Establishment Charge	Customer		\$789.74				97-01262
G.9	<b>Selective Routing (Interim Solution Line Class Codes)</b>							
G.9.1	Selective Routing Per Unique Line Class Code Per Request Per Switch	Line Class Code, per Switch		\$179.60				97-01262
G.9.2	Selective Routing-Incremental Cost-Manual Svc Order vs Electronic	Line Class Code, per Switch		\$20.35				97-01262
G.11	<b>Selective Carrier Routing (AIN SOLUTION)</b>							
G.11.1	Service Establishment per CLEC	Per CLEC		\$190.638		\$16.200		00-00544
G.11.2	Service Establishment per End Office	Per End Office		\$317.55		\$3.19		00-00544
G.11.4	Query Cost	Query	\$0.0206047					00-00544
H.0	<b>COLLOCATION</b>							
	<b>Physical Collocation</b>							
	Cage Construction							
	Planning	per request	\$16.16	\$2,903.66				97-01262
	Grounding	per request	\$4.32					97-01262
	Cage Preparation	per 100sf cage	\$110.97					97-01262
	Cage Preparation	per addl 50sf	\$55.49					97-01262
	Land & Building - Caged & Cageless	per 100sf cage	\$594.04					97-01262
	Land & Building - Caged & Cageless	per sf cage	\$5.94					97-01262
	Cable Racking	per entrance cable	\$21.47					97-01262
	Entrance Fiber	per cable	\$2.56	\$944.27				97-01262

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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
	Power Delivery	per 40 amp		\$142.40				97-01262
		per 100 amp		\$185.72				97-01262
		per 200 amp		\$242.05				97-01262
	Power Consumption							
	DC Plant	per amp	\$3.55					97-01262
	AC Usage	per amp	\$2.03					97-01262
	Voice Grade Circuits							
	Connection to MDF	per 100 circuits	\$4.75	\$768.08				97-01262
	Connection to MDF	per circuit	\$0.0475	\$7.68				97-01262
	DS-1 Circuits							
	Connection to DCS	per 28 circuits	\$215.12	\$1,166.31				97-01262
	Connection to DCS	per circuit	\$7.68	\$41.65				97-01262
	Connection to DSX	per 28 circuits	\$10.63	\$1,166.31				97-01262
	Connection to DSX	per circuit	\$0.38	\$41.65				97-01262
	DS-3 Circuits							
	Connection to DCS	per circuit	\$53.96	\$298.03				97-01262
	Connection to DSX	per circuit	\$9.32	\$298.03				97-01262
	Security Access Cards	per 5 cards		\$76.10				97-01262
	Entrance Fiber Structure Charge	per ft innerduct	\$0.0156					97-01262
H.1.31	Physical Collocation - 2-fiber Cross Connects - Electronic Ordering	Cross Connect	\$15.64	\$41.56	\$29.82	\$12.96	\$10.34	99-00430 (Int. Arb. Ord.)
H.1.31	Physical Collocation - 2-fiber Cross Connects - Manual Ordering	Cross Connect	\$15.64	\$44.25	\$32.51	\$14.52	\$11.90	99-00430 (Int. Arb. Ord.)
H.1.32	Physical Collocation - 4-fiber Cross Connects - Electronic Ordering	Cross Connect	\$28.11	\$50.53	\$38.78	\$16.97	\$14.35	99-00430 (Int. Arb. Ord.)
H.1.32	Physical Collocation - 4-fiber Cross Connects - Manual Ordering	Cross Connect	\$28.11	\$53.22	\$41.47	\$18.53	\$15.91	99-00430 (Int. Arb. Ord.)
H.1.33	Physical Collocation - 2-fiber POT Bay	POT Bay	\$38.79					99-00430 (Int. Arb. Ord.)
H.1.34	Physical Collocation - 4-fiber POT Bay	POT Bay	\$52.31					99-00430 (Int. Arb. Ord.)
H.1.47	Physical Collocation - Space Availability Report per C.O.	Per CO		\$2,027.00				To Be Proposed in 00-00544
H.2	Virtual Collocation (VC) and Cageless Collocation							
H.2.1	VC- Application Cost	Application, per CO		\$2,633.00				97-01262
H.2.2	VC- Cable Installation Cost Per Cable	Cable		\$1,749.00				97-01262
H.2.3	VC - Floor space per sq. ft.	Square Foot	\$3.91					97-01262
H.2.4	VC - Floor space power, per ampere	Ampere	\$6.79					97-01262
H.2.5	VC - Cable support structure, per entrance cable	Entrance Cable	\$17.87					97-01262
H.2.6	VC - 2-wire cross connects	Cross Connect	\$0.57	\$11.62	\$9.90	\$10.38	\$8.66	97-01262
H.2.7	VC - 4-wire cross connects	Cross Connect	\$0.57	\$11.81	\$10.04	\$10.44	\$8.67	97-01262
H.2.8	VC - DS1 cross connects	Cross Connect	\$1.32	\$32.22	\$17.76	\$10.46	\$8.75	97-01262
H.2.9	VC - DS3 cross connects	Cross Connect	\$12.32	\$29.97	\$16.30	\$12.03	\$8.99	97-01262
H.2.10	VC - Security Escort - Basic, Per Half Hour	Half Hour		\$33.15	\$20.44			97-01262
H.2.11	VC - Security Escort - Overtime, Per Half Hour	Half Hour		\$41.50	\$25.61			97-01262
H.2.12	VC - Security Escort - Premium, Per Half Hour	Half Hour		\$49.86	\$30.79			97-01262
H.2.13	VC-2-Wire Cross Connects-Incrm. Cost - Manual Svc Order vs Electronic	Cross Connect		\$2.07	\$2.81	\$0.67	\$1.41	97-01262



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				First	Additional	First	Additional	
H.2.14	VC-4-Wire Cross Connects-Incrm. Cost - Manual Svc Order vs Electronic	Cross Connect		\$2.07	\$2.81	\$0.67	\$1.41	97-01262
H.2.15	VC-DS1/DS3 Cross Connects-Incrm. Cost-Manual Svc Order vs Electronic	Cross Connect		\$2.07	\$2.81	\$0.67	\$1.41	97-01262
H.2.16	VC - 2-fiber Cross Connects - Electronic Ordering	Cross Connect	\$3.03	\$41.56	\$29.82	\$12.96	\$10.34	99-00430 (Int. Arb. Ord.)
H.2.16	VC - 2-fiber Cross Connects - Manual Ordering	Cross Connect		\$44.25	\$32.51	\$14.52	\$11.90	99-00430 (Int. Arb. Ord.)
H.2.17	VC - 4-fiber Cross Connects - Electronic Ordering	Cross Connect		\$50.53	\$38.78	\$16.97	\$14.35	99-00430 (Int. Arb. Ord.)
H.2.17	VC - 4-fiber Cross Connects - Manual Ordering	Cross Connect		\$53.22	\$41.47	\$18.53	\$15.91	99-00430 (Int. Arb. Ord.)
H.3	Assembly Point							
H.3.1	Assembly Point: 2-Wire Cross Connects	Cross Connect	\$1.29	\$11.03	\$10.09	\$11.29	\$10.19	00-00544
H.3.2	Assembly Point: 4-Wire Cross Connects	Cross Connect	\$2.22	\$11.21	\$10.22	\$11.58	\$10.40	00-00544
H.3.3	Assembly Point: DS-1 Cross Connects	Cross Connect	\$12.77	\$28.30	\$16.79	\$11.61	\$10.50	00-00544
H.3.4	Assembly Point 2-Wire Cross Connect Incremental Cost Manual vs. Electronic Service Order	Cross Connect		\$1.87	\$1.87	\$1.13	\$1.13	00-00544
H.3.5	Assembly Point 4-Wire Cross Connect Incremental Cost Manual vs. Electronic Service Order	Cross Connect		\$1.87	\$1.87	\$1.16	\$1.16	00-00544
H.3.6	Assembly Point DS1 Cross Connect Incremental Cost Manual vs. Electronic Service Order	Cross Connect		\$1.87	\$1.87	\$1.16	\$1.16	00-00544
H.4	Adjacent Collocation							
H.4.1	Adjacent Collocation - Space Cost per Sq. Ft.	Square Foot	\$0.0656					To Be Proposed in 00-00544
H.4.2	Adjacent Collocation - Electrical Facility Cost per Linear Ft.	Linear Foot	\$5.53					To Be Proposed in 00-00544
H.4.3	Adjacent Collocation - 2-Wire Cross-Connects	Cross Connect	\$0.34	\$11.12	\$10.18	\$11.33	\$10.23	To Be Proposed in 00-00544
H.4.4	Adjacent Collocation - 4-Wire Cross-Connects	Cross Connect	\$0.33	\$11.30	\$10.31	\$11.62	\$10.44	To Be Proposed in 00-00544
H.4.5	Adjacent Collocation - DS1 Cross-Connects	Cross Connect	\$1.70	\$28.39	\$16.88	\$11.65	\$10.54	To Be Proposed in 00-00544
H.4.6	Adjacent Collocation - DS3 Cross-Connects	Cross Connect	\$19.03	\$26.23	\$15.51	\$13.40	\$10.77	To Be Proposed in 00-00544
H.4.7	Adjacent Collocation - 2-Fiber Cross-Connect	Cross Connect	\$3.49	\$26.23	\$15.51	\$13.41	\$10.78	To Be Proposed in 00-00544
H.4.8	Adjacent Collocation - 4-Fiber Cross-Connect	Cross Connect	\$6.50	\$29.75	\$19.02	\$17.60	\$14.97	To Be Proposed in 00-00544
	Adjacent Collocation - Cross-Connects - Manual Svc. Order vs. Electronic Svc. Order	Cross Connect		\$1.77	\$1.77	\$1.12	\$1.12	
H.4.9	Adjacent Collocation - Application Cost	Application		\$2.973		\$0.9475		To Be Proposed in 00-00544
H.4.16	Adjacent Collocation - 120V, Single Phase Standby Power Cost per AC Breaker Amp	Per AC Breaker Amp	\$5.81					To Be Proposed in 00-00544
H.4.17	Adjacent Collocation - 240V, Single Phase Standby Power Cost per AC Breaker Amp	Per AC Breaker Amp	\$11.64					To Be Proposed in 00-00544
H.4.18	Adjacent Collocation - 120V, Three Phase Standby Power Cost per AC Breaker Amp	Per AC Breaker Amp	\$17.45					To Be Proposed in 00-00544
H.4.19	Adjacent Collocation - 277V, Three Phase Standby Power Cost per AC Breaker Amp	Per AC Breaker Amp	\$40.30					To Be Proposed in 00-00544
H.6	Collocation in the Remote Terminal (RT) - Physical/Virtual							
H.6.1	Collocation In The Remote Terminal - Application Fee	Application, per RT		\$560.20		\$312.76		00-00544
H.6.2	Collocation In The Remote Terminal - Per Rack/Bay	Per Rack/Bay	\$220.41					00-00544
H.6.3	Collocation In The Remote Terminal - Security Access Key	Per Key		\$24.69				00-00544

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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
H.6.4	Collocation in the RT - Space Availability Report per premises requested	Per Report/Per Premises		\$218.49				00-00544
H.6.5	Collocation in the RT- Remote Site CLLI Code Request, per CLLI Code Requested	Per CLLI Code Requested		\$70.81				00-00544
I.0	<b>SERVICE PROVIDER NUMBER PORTABILITY</b>							
I.1	<b>Service Provider Number Portability - RCF</b>							
I.1.1	SPNP - RCF, Per number ported	Number Ported	\$1.24	\$0.46				97-01262
I.1.2	SPNP - RCF, Per additional path	Path	\$0.15					97-01262
I.1.3	SPNP - RCF, Per Service Order, Per Location	Service Order, per Location		\$0.74				97-01262
I.2	<b>Service Provider Number Portability - DID</b>							97-01262
I.2.1	SPNP - DID, Per Number Ported, Residence	Number Ported		\$0.94				97-01262
I.2.2	SPNP - DID, Per Number Ported, Business	Number Ported		\$0.94				97-01262
I.2.3	SPNP - DID, Per Service Order, Per Location	Service Order, per Location		\$0.74				97-01262
I.2.4	SPNP - DID, per trunk termination, initial	Trunk	\$7.86	\$129.66				97-01262
I.2.5	SPNP - DID, per trunk termination, subsequent	Trunk	\$7.69	\$37.32				97-01262
I.2.6	SPNP - Manual Svc Order vs Electronic	Trunk		\$20.35	\$21.09	\$13.32	\$14.06	97-01262
I.2.7	SPNP - Incremental Cost - Manual Svc Order vs Electronic	Trunk		\$20.35	\$21.09	\$13.32	\$14.06	97-01262
I.3	<b>Service Provider Number Portability - Manual Svc Order vs. Electronic</b>							
I.3.1	SPNP - Incremental Cost - Manual Svc Order vs. Electronic	Service Order, per Location		\$20.35	\$21.09	\$13.32	\$14.06	97-01262
I.4	<b>Service Provider Number Portability RIPH</b>							
I.4.1	SPNP - RIPH, Functionality, Per Central Office	Central Office		\$180.61				97-01262
I.4.2	SPNP - RIPH, Functionality, Per Rearrangement	Rearrangement		\$68.83				97-01262
I.5	<b>Service Provider Number Portability RI-PH (SPNP-RI-PH)</b>							
I.5.1	SPNP - RI-PH, per number ported	Number Ported	\$0.87	\$0.34				97-01262
I.5.2	SPNP - RI-PH, Per Service Order, Per Location	Service Order, per Location		\$0.74				97-01262
J.0	<b>OTHER</b>							
J.1	<b>Dark Fiber</b>							
J.1.1	Dark fiber, per 4 fiber strands, per route mile or fraction thereof	4 Fiber Strands, per Route Mile or Fraction Thereof	\$53.23	\$1,219.22	\$169.75	\$453.22	\$339.34	97-01262

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				First	Additional	First	Additional	
J.1.2	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Local Channel/Loop	4 Fiber Strands, per Route Mile or Fraction Thereof	\$58.83	\$1,121	\$153.19	\$580.26	\$357.17	00-00544
J.1.3	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Interoffice	4 Fiber Strands, per Route Mile or Fraction Thereof	\$28.74	\$1,121	\$153.19	\$580.26	\$357.17	00-00544
J.3	LOOP MAKE-UP							
J.3.1	Mechanized Loop Make-up	Per Query	\$0.69					00-00544 (1st Int. Ord.)
J.3.3	Manual Loop Make-up w/o Facility Reservation Number	Per Request		\$100.00				00-00544 (1st Int. Ord.)
J.3.4	Manual Loop Make-up w/ Facility Reservation Number	Per Request		\$100.00				00-00544 (1st Int. Ord.)
J.4	LINE SHARING SPLITTER IN THE CENTRAL OFFICE							
J.4.1	Line Sharing Splitter - per Splitter System 96-Line Capacity in the Central Office	Per Splitter System	\$100.00	\$150.00				00-00544 (1st Int. Ord.)
J.4.2	Line Sharing Splitter - per Splitter System 24-Line Capacity in the Central Office	Per Splitter System	\$25.00	\$150.00				00-00544 (1st Int. Ord.)
J.4.3	Line Sharing Splitter - per Line Activation in the Central Office	Per Line	\$3.48	\$40.00	\$31.39			00-00544 (1st Int. Ord.)
J.4.4	Line Sharing Splitter - per Subsequent Activity per Line Arrangement	Per Line		\$30.00	\$15.00			00-00544 (1st Int. Ord.)
J.4.6	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office (per LSOD)	Per LSOD		\$108.66		\$82.12		00-00544
J.4.7	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office (per order)	Per Order		\$54.40		\$10.59		00-00544
J.4.8	Line Sharing - per CLEC/DLEC Owned Splitter in the Central Office (per occurrence of each group of 24 lines (48 pairs))	Per Occurrence			(S) \$15.63		(S) \$18.26	00-00544
J.5	ACCESS TO THE DCS							
J.5.1	Customer Reconfiguration Establishment	Per Request		\$2.78		\$3.32		00-00544
J.5.2	DS1 DCS Termination with DS0 Switching	Per Termination	\$23.35	\$41.14	\$34.25	\$29.94	\$24.08	00-00544
J.5.3	DS1 DCS Termination with DS1 Switching	Per Termination	\$13.46	\$27.79	\$20.90	\$21.99	\$16.12	00-00544
J.5.4	DS3 DCS Termination with DS1 Switching	Per Termination	\$150.88	\$41.14	\$34.25	\$29.94	\$24.08	00-00544
K.0	ADVANCED INTELLIGENT NETWORK (AIN) SERVICES							
K.1	BellSouth AIN SMS Access Service							
K.1.1	AIN SMS Access Service-Service Establishment, Per State, Initial Setup	State		\$135.56				97-01262
K.1.2	AIN SMS Access Service - Port Connection - Dial/Shared Access	Port Connection		\$41.75				97-01262
K.1.3	AIN SMS Access Service - Port Connection - ISDN Access	Port Connection		\$41.75				97-01262
K.1.4	AIN SMS Access Service - User Identification Codes - Per User ID Code	User ID Code		\$96.63				97-01262
K.1.5	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement	User ID Code		\$113.67				97-01262
K.1.6	AIN SMS Access Svc - Storage, per unit (100 kilobytes)	100 Kilobytes	\$0.0024					97-01262
K.1.7	AIN SMS Access Service - Session, per minute	Minute	\$0.0820123					97-01262
K.1.8	AIN SMS Access Svc-Company performed session, per minute	Minute	\$2.27					97-01262
K.2	BellSouth AIN Toolkit Service (AIN TS)							
K.2.1	AIN TS - Service Establishment Charge, Per State, Initial Setup	State		\$132.04				97-01262

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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
K.2.2	AIN TS - Training Session, Per Customer	Customer		\$7,915.00				97-01262
K.2.3	AIN TS - Trigger Access Charge, Per Trigger, per DN, Term. Attempt	Trigger, per DN		\$31.21				97-01262
K.2.4	AIN TS - Trigger Access Charge, Per Trigger, per DN, Off Hook Delay	Trigger, per DN		\$31.21				97-01262
K.2.5	AIN TS - Trigger Access Charge, Per Trigger, per DN, Off-Hook Immediate	Trigger, per DN		\$31.21				97-01262
K.2.6	AIN TS - Trigger Access Charge, Per Trigger, per DN, 10-Digit PODP	Trigger, per DN		\$85.24				97-01262
K.2.7	AIN TS - Trigger Access Charge, Per Trigger, per DN, CDP	Trigger, per DN		\$85.24				97-01262
K.2.8	AIN TS - Trigger Access Charge, Per Trigger, per DN Feature Code	Trigger, per DN		\$85.24				97-01262
K.2.9	AIN TS - Query Charge, Per Query	Query	\$0.0211882					97-01262
		AIN Subscription, per Node, per Query						
K.2.10	AIN TS - Type 1 Node Charge, per AIN Toolkit subscription, per Node, per query	100 Kilobytes	\$0.0054774					97-01262
K.2.11	AIN TS - SCP Storage charge, per SMS access account, per 100 kilobytes	AIN Subscription	\$1.50					97-01262
K.2.12	AIN TS - Monthly report - per AIN TS Subscription	AIN Subscription	\$17.43	\$33.52				97-01262
K.2.13	AIN TS - Special study - per AIN TS Subscription	AIN Subscription	\$0.1321116	\$36.23				97-01262
K.2.14	AIN TS - Call event report - per AIN TS Subscription	AIN Subscription	\$17.35	\$33.52				97-01262
K.2.15	AIN TS - Call event special study - per AIN TS Subscription	AIN Subscription	\$0.0511435	\$36.23				97-01262
L.0	ACCESS DAILY USAGE FILE (ADUF)							
L.1	Access Daily Usage File (ADUF)							
L.1.1	ADUF, Message Processing, per message	Message	\$0.0158054					00-00544
L.1.3	ADUF, Data Transmission (CONNECT:DIRECT), per message	Message	\$0.0001387					00-00544
M.0	DAILY USAGE FILES							
M.1	Enhanced Optional Daily Usage File							
M.1.1	Enhanced Optional Daily usage File: Message Processing, Per Message	Message	\$0.2921174					00-00544
P.0	UNBUNDLED LOOP COMBINATIONS							
P.1	2-Wire Voice Grade Loop with 2-Wire Line Port	Combination						
	Zone 1		\$14.18					97-01262
	Zone 2		\$18.01					97-01262
	Zone 3		\$23.02					97-01262
P.1.3	2-Wire Voice Grade Loop/Line Port Combo - Switch-as-is	Combination		\$1.03	\$0.29			97-01262
	2-Wire Voice Grade Loop/Line Port Combo - NEW	Combination		\$22.14	\$15.25	\$8.45	\$3.91	97-01262
	2-Wire Voice Grade Loop/Line Port Combo - Incremental Cost Manual Svc. Order vs Electronic	Combination		\$30.89	\$7.03			97-01262
P.1.4	2-Wire Voice Grade Loop/Line Port Combo - Subsequent Database Update	Combination		\$0.76				97-01262
P.1.5	2-Wire Voice Grade Loop/Line Port Combo - Subsequent Database Update - Incremental	Combination						
P.1.6	Manual Svc Order vs. Electronic	Combination		\$7.97				97-01262
P.3	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port	Combination						
	Zone 1		\$18.38					97-01262
	Zone 2		\$19.87					97-01262

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Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
	<b>Zone 3</b>		\$25.52					97-01262
P.3.3	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port Combo - Switch-as-is	Combination		\$8.76	\$5.75			97-01262
	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port Combo - NEW	Combination		\$45.44	\$29.94	\$8.45	\$3.91	97-01262
P.3.4	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port Combo - Incremental Cost Manual	Combination		\$41.43	\$9.80			97-01262
	Svc Order vs. Electronic							
	<b>2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side</b>							
<b>P.4</b>	<b>Port</b>	Combination						
	<b>Zone 1</b>		\$32.27					97-01262
	<b>Zone 2</b>		\$34.78					97-01262
	<b>Zone 3</b>		\$44.32					97-01262
P.4.3	2-Wire ISDN Digital Grade Loop/2-Wire ISDN Line Side Port Combo - Switch-as-is	Combination		\$117.23	\$117.23			97-01262
	2-Wire ISDN Digital Grade Loop/2-Wire ISDN Line Side Port Combo - NEW	Combination		\$141.75	\$118.37	\$49.20	\$43.26	97-01262
P.4.5	2-Wire ISDN Digital Grade Loop/2-Wire ISDN Line Side Port Combo - Non Feature Subsequent Activity	Combination		\$212.88				97-01262
<b>P.5</b>	<b>4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port</b>	Combination						
	<b>Zone 1</b>		\$132.58					97-01262
	<b>Zone 2</b>		\$150.25					97-01262
	<b>Zone 3</b>		\$173.44					97-01262
P.5.3	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo- Switch-as-is	Combination		\$328.53	\$328.53			97-01262
	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo- NEW			\$415.53	\$366.90	\$89.28	\$77.43	97-01262
P.5.5	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Channel Activation - Per Channel	Channel		\$28.39				97-01262
P.5.6	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Inward/2way Telephone Numbers	Group of Numbers		\$0.94				97-01262
P.5.7	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Outward Telephone Numbers	Group of Numbers		\$22.36				97-01262
P.5.8	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Inward Telephone Numbers	Group of Numbers		\$44.71				97-01262
P.5.9	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo-Subsequent Service Order Per Order	Order		\$189.76				97-01262
<b>P.6</b>	<b>2-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport</b>							
	First 2-Wire Voice Grade with DS1 (excluding mileage)	Combination						
	<b>Zone 1</b>		\$176.10					97-01262
	<b>Zone 2</b>		\$181.17					97-01262
	<b>Zone 3</b>		\$187.82					97-01262
P.17.1	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
	Non-Recurring Cost for Extended 2-Wire VG Loop and DS1 Interoffice Transport Combination - NEW	Combination		\$422.72	\$177.91	\$146.05	\$44.50	97-01262

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				First	Additional	First	Additional	
	Interface Transport - Dedicated - DS1 - Per Mile (Same as D.4.1)	Mile	\$0.3562					97-01262
	Additional 2-Wire Voice Grade Loop in Same DS1 (excluding mileage)	Loop						
	Zone 1		\$17.47					97-01262
	Zone 2		\$22.54					97-01262
	Zone 3		\$29.19					97-01262
P.17.16	Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$5.70	\$4.42			97-01262
P.17.103	Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual	Combination		\$31.26	\$10.42			97-01262
P.7	4-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport							
	First 4-Wire 56 or 65 kbps Digital Grade Loop with DS1 (excluding mileage)	Combination						
	Zone 1		\$184.24					97-01262
	Zone 2		\$191.80					97-01262
	Zone 3		\$201.72					97-01262
	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
P.17.1	Non-Recurring Cost for Extended 4-Wire VG Loop and DS1 Interoffice Transport	Combination		\$422.72	\$177.91	\$146.05	\$44.50	97-01262
	Combination - NEW	Combination						
	Interface Transport - Dedicated - DS1 - Per Mile (Same as D.4.1)	Mile	\$0.3562					97-01262
	Additional 4-Wire 56 or 65 kbps in Same DS1 (excluding mileage)	Loop						
	Zone 1		\$25.61					97-01262
	Zone 2		\$33.17					97-01262
	Zone 3		\$43.09					97-01262
P.17.16	Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$5.70	\$4.42			97-01262
P.17.103	Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual	Combination		\$31.26	\$10.42			97-01262
P.8	4-Wire 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport							
	First 4-Wire 56 or 64 kbps Digital Grade Loop with DS1 (excluding mileage)	Combination						
	Zone 1		\$190.64					97-01262
	Zone 2		\$200.16					97-01262
	Zone 3		\$212.65					97-01262
	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
P.17.1	Non-Recurring Cost for Extended 4-Wire 56 or 64 kbps Digital Loop and DS1 Interoffice Transport Combination - NEW	Combination		\$417.02	\$173.49	\$146.05	\$44.50	97-01262
	Interface Transport - Dedicated - DS1 - Per Mile (Same as D.4.1)	Mile	\$0.3562					97-01262
	Additional 4-Wire 56 or 64 kbps in Same DS1 (excluding mileage)	Loop						
	Zone 1		\$32.01					97-01262

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				First	Additional	First	Additional	
	Zone 2		\$41.52					97-01262
	Zone 3		\$54.02					97-01262
P. 17.16	Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$5.70	\$4.42			97-01262
P. 17.103	Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual	Combination		\$31.26	\$10.42			97-01262
P.9	Extended 2-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport							
	First 2-Wire Local Channel with DS1 (excluding mileage)	Combination						
	Zone 1		\$176.72					97-01262
	Zone 2		\$181.98					97-01262
	Zone 3		\$188.88					97-01262
	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
P. 17.1	Non-Recurring Cost for Extended 2-Wire VG Dedicated Local Channel and DS1 Interoffice Transport Combination - NEW	Combination		\$422.72	\$177.91	\$146.05	\$44.50	97-01262
	Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1)	Mile	\$0.3562					97-01262
	Additional 2-Wire Voice Grade Channel in Same DS1 (excluding mileage)	Channel						
	Zone 1		\$18.09					97-01262
	Zone 2		\$23.35					97-01262
	Zone 3		\$30.25					97-01262
P. 17.16	Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$5.70	\$4.42			97-01262
P. 17.103	Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual	Combination		\$31.26	\$10.42			97-01262
P.10	Extended 4-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport							
	First 4-Wire Local Channel with DS1 (excluding mileage)	Combination						
	Zone 1		\$177.73					97-01262
	Zone 2		\$183.29					97-01262
	Zone 3		\$190.59					97-01262
	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
P. 17.1	Non-Recurring Cost for Extended 4-Wire VG Dedicated Local Channel and DS1 Interoffice Transport Combination - NEW	Combination		\$422.72	\$177.91	\$146.05	\$44.50	97-01262
	Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1)	Mile	\$0.3562					97-01262
	Additional 4-Wire Voice Grade Channel in Same DS1 (excluding mileage)	Channel						
	Zone 1		\$19.09					97-01262
	Zone 2		\$24.66					97-01262
	Zone 3		\$31.96					97-01262
P. 17.16	Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$5.70	\$4.42			97-01262
P. 17.103	Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual	Combination		\$31.26	\$10.42			97-01262

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				First	Additional	First	Additional	
P.11	Extended 4-Wire DS1 Digital Loop With Dedicated DS1 Interoffice Transport							
	First 4-Wire DS1 Digital Loop with DS1 (excluding mileage)	Combination						
	Zone 1		\$135.59					97-01262
	Zone 2		\$153.26					97-01262
	Zone 3		\$176.45					97-01262
P.17.1	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
	Non-Recurring Cost for Extended 4-Wire DS1 Digital Loop and DS1 Interoffice Transport Combination - NEW	Combination		\$430.90	\$285.28	\$149.94	\$55.78	97-01262
	Interoffice Transport - Dedicated - DS1 - Per Mile (Same as D.4.1)	Mile	\$0.3562					97-01262
	Additional 4-Wire DS1 Loop in Same DS1 (excluding mileage)	Loop						
	Zone 1		\$57.73					97-01262
	Zone 2		\$75.40					97-01262
	Zone 3		\$98.59					97-01262
P.13	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS3							
P.13-1	First DS1 in DS3	Combination	\$1,153.26					97-01262
	Zone 1		\$1,170.93					97-01262
	Zone 2		\$1,194.12					97-01262
	Zone 3							
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
	Nonrecurring - EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT- NEW	Combination		\$903.39	\$379.80	\$161.42	\$67.08	97-01262
P.13-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile	Per Mile	\$2.34					97-01262
P.13-3	Additional DS1 in same DS3	Loop						
	Zone 1		\$75.45					97-01262
	Zone 2		\$93.12					97-01262
	Zone 3		\$116.31					97-01262
P.17.16	Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$5.70	\$4.42			97-01262
P.17.103	Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual	Combination		\$31.26	\$10.42			97-01262
P.15	4-Wire DS1 Digital Loop With 4-Wire DID Trunk Port	Combination						
	Zone 1		\$93.28					97-01262
	Zone 2		\$110.95					97-01262
	Zone 3		\$134.14					97-01262
P.15.3	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Switch-as-is	Combination		\$312.91	\$312.91			97-01262
	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - NEW	Combination		\$342.80	\$257.87	\$61.41	\$48.49	97-01262
P.15.5	Per Channel	Channel		\$108.67				97-01262



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				First	Additional	First	Additional	
P.15.6	Numbers	Group of Numbers		\$88.68				97-01262
P.15.7	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Signaling Charges	Signaling Change		\$22.92				97-01262
P.15.8	Order	Service Order		\$94.88				97-01262
<b>EXTENDED 2-WIRE VOICE GRADE LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT</b>								
P.23								
P.23-1	Fixed	Combination						
	Zone 1		\$38.35					97-01262
	Zone 2		\$43.42					97-01262
	Zone 3		\$50.07					97-01262
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
	Nonrecurring - EXTENDED 2-WIRE VOICE GRADE LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT - NEW	Combination		\$219.85	\$89.97	\$142.26	\$41.86	97-01262
P.23-2	D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile	Per Mile	\$0.0174					97-01262
<b>EXTENDED 4-WIRE VOICE GRADE LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT</b>								
P.24								
P.24-1	Fixed	Combination	\$52.00					97-01262
	Zone 1		\$52.00					97-01262
	Zone 2		\$59.56					97-01262
	Zone 3		\$69.48					97-01262
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
	Nonrecurring - EXTENDED 4-WIRE VOICE GRADE LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT - NEW	Combination		\$219.85	\$89.97	\$142.26	\$41.86	97-01262
P.24-2	D.12.1 Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile	Per Mile	\$0.0054					97-01262
<b>EXTENDED DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT</b>								
P.25								
P.25-1	Fixed	Combination	\$1,228.44					97-01262
								97-01262
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
	Nonrecurring - EXTENDED DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT - NEW	Combination		\$753.50	\$345.10	\$171.21	\$80.67	97-01262

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				First	Additional	First	Additional	
P.25-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile	Per Mile	\$2.34					97-01262
P.25-3	A.16.2 High Capacity Unbundled Local Loop - DS3 - Per Mile	Per Mile	\$9.19					97-01262
P.26	EXTENDED STS1 DIGITAL LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT							
P.26-1	Fixed	Combination	\$1,243.86					97-01262
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
	Nonrecurring - EXTENDED STS1 DIGITAL LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT - NEW	Combination		\$753.50	\$345.10	\$171.21	\$80.67	97-01262
P.26-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile	Per Mile	\$2.34					97-01262
P.26-3	A.16.16 High Capacity Unbundled Local Loop - STS-1 - Per Mile	Per Mile	\$9.19					97-01262
P.51	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT							
P.51-1	First 2-Wire ISDN in DS1	Combination						
	Zone 1		\$188.66					97-01262
	Zone 2		\$195.46					97-01262
	Zone 3		\$204.39					97-01262
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
P.51-2	Nonrecurring - EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT - NEW	Combination		\$422.72	\$177.91	\$146.05	\$44.50	97-01262
	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile	Per Mile	\$0.3562					97-01262
P.51-3	Additional 2-wire ISDN in same DS1	Loop						
	Zone 1		\$25.46					97-01262
	Zone 2		\$32.26					97-01262
	Zone 3		\$41.19					97-01262
P.17.16	Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$5.70	\$4.42			97-01262
P.17.103	Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual	Combination		\$31.26	\$10.42			97-01262
P.52	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT							
P.52-1	First in DS1 in STS1	Combination						
	Zone 1		\$1,147.59					97-01262

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				First	Additional	First	Additional	
	Zone 2		\$1,165.26					97-01262
	Zone 3		\$1,188.45					97-01262
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
	Nonrecurring - EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT - NEW	Combination		\$903.39	\$379.80	\$161.42	\$67.08	97-01262
P.52-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile	Per Mile	\$2.34					97-01262
P.52-3	Additional DS1 in same STS1	Loop						
	Zone 1		\$75.31					97-01262
	Zone 2		\$92.98					97-01262
	Zone 3		\$116.17					97-01262
P.17.16	Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$5.70	\$4.42			97-01262
P.17.103	Nonrecurring Cost - New VG Local Loop for Combination Use Only - Service Order Manual	Combination		\$31.26	\$10.42			97-01262
P.53	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX							
P.53-1	First 2-Wire VG in First DS1 in DS3	Combination						
	Zone 1		\$416.86					00-00544
	Zone 2		\$421.93					00-00544
	Zone 3		\$428.58					00-00544
P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	00-00544
	Nonrecurring - EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX - NEW	Combination		\$485.24	\$198.75	\$146.05	\$44.50	00-00544
P.53-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile	Mile	\$0.3562					00-00544
P.53-3	Additional 2-Wire VG in same DS1	Loop						
	Zone 1		\$17.61					00-00544
	Zone 2		\$22.68					00-00544
	Zone 3		\$29.33					00-00544
P.17.16	Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$36.96	\$14.84			00-00544
P.53-4	Additional DS1 in same DS3	Loop	\$176.35					00-00544
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$36.96	\$14.84			00-00544
P.54	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX							
P.54-1	First 4-Wire VG in First DS1 in DS3	Combination						
	Zone 1		\$429.71					00-00544
	Zone 2		\$437.27					00-00544
	Zone 3		\$447.19					00-00544

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				First	Additional	First	Additional	
	P. 17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	00-00544
	Nonrecurring - EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX - NEW	Combination		\$485.24	\$198.75	\$146.05	\$44.50	00-00544
P.54-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile	Mile	\$0.3562					00-00544
P.54-3	Additional 4-Wire VG in same DS1	Loop						
	Zone 1		\$25.75					00-00544
	Zone 2		\$33.31					00-00544
	Zone 3		\$43.23					00-00544
	P. 17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$36.96	\$14.84			00-00544
P.54-4	Additional DS1 in same DS3	Loop	\$176.35					00-00544
	P. 17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$36.96	\$14.84			00-00544
	EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX							
P.55								
P.55-1	First 4-Wire in First DS1 in DS3	Combination						
	Zone 1		\$436.82					00-00544
	Zone 2		\$446.33					00-00544
	Zone 3		\$458.83					00-00544
	P. 17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	00-00544
	Nonrecurring - EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX - NEW	Combination		\$485.24	\$198.75	\$146.05	\$44.50	00-00544
P.55-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile	Mile	\$0.3562					00-00544
P.55-3	Additional 4-Wire in same DS1	Loop						
	Zone 1		\$33.06					00-00544
	Zone 2		\$42.57					00-00544
	Zone 3		\$55.07					00-00544
	P. 17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$36.96	\$14.84			00-00544
P.55-4	Additional DS1 in same DS3	Loop	\$176.35					00-00544
	P. 17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$36.96	\$14.84			00-00544
	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX							
P.56								
P.56-1	First 2-Wire in First DS1 in DS3	Combination						
	Zone 1		\$429.22					00-00544
	Zone 2		\$436.02					00-00544
	Zone 3		\$444.95					00-00544
	P. 17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is	Combination		\$52.73	\$24.62	\$9.12	\$9.12	00-00544
	Nonrecurring - EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX - NEW	Combination		\$485.24	\$198.75	\$146.05	\$44.50	00-00544
P.56-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile	Mile	\$0.3562					00-00544

# Statement of Generally Available Terms and Conditions Tennessee Price List

BellSouthTelecommunications, Inc.  
SGAT Attachment A

Cost Element	Network Elements	Unit	Recurring Rate	Nonrecurring		Disconnect		Source of Rate (Docket No.)
				First	Additional	First	Additional	
P.56-3	Additional 2-Wire in same DS1	Loop						
	Zone 1		\$25.46					00-00544
	Zone 2		\$32.26					00-00544
	Zone 3		\$41.19					00-00544
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only			\$36.96	\$14.84			00-00544
P.56-4	Additional DS1 in same DS3		\$176.35					00-00544
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only			\$36.96	\$14.84			00-00544
P.57	EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX							
P.57-1	First 4-Wire DS1 in DS3	Combination						
	Zone 1		\$380.86					00-00544
	Zone 2		\$398.53					00-00544
	Zone 3		\$421.72					00-00544
	P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is							
	Nonrecurring - EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX - NEW	Combination		\$52.73	\$24.62	\$9.12	\$9.12	00-00544
P.57-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile	Mile	\$0.3562	\$485.24	\$198.75	\$146.05	\$44.50	00-00544
P.57-3	Additional 4-Wire DS1 in same DS3	Loop						
	Zone 1		\$153.31					00-00544
	Zone 2		\$170.98					00-00544
	Zone 3		\$194.17					00-00544
	P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only	Combination		\$36.96	\$14.84			00-00544
P.58	EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DS0 INTEROFFICE TRANSPORT							
P.58-1	Fixed	Combination						
	Zone 1		\$52.29					97-01262
	Zone 2		\$61.80					97-01262
	Zone 3		\$74.30					97-01262
	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is							
P.17.1	Nonrecurring - EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DS0 INTEROFFICE TRANSPORT - NEW	Combination		\$52.73	\$24.62	\$9.12	\$9.12	97-01262
				\$219.85	\$89.97	\$142.26	\$41.86	97-01262
P.58-2	D.3.1 Interoffice Transport - Dedicated - DS0 - Per Mile	Mile	\$0.0174					97-01262

## **Attachment - B**

**BONA FIDE REQUEST PROCESS**

- 1.0 Bona Fide Requests are to be used when a CLEC requests a change to any Services and Elements, including any new features, capabilities or functionalities.
- 1.1 A Bona Fide Request shall be submitted in writing by a CLEC and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a CLEC's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 1.2 Although not expected to do so, a CLEC may cancel, without penalty, a Bona Fide Request in writing within three business days of the request. BellSouth will then cease analysis of the request.
- 1.3 Within two (2) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
- 1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to a CLEC a preliminary analysis of the Bona Fide Request. The preliminary analysis will include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet a CLEC's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet a CLEC's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with a CLEC's designation of the request as being pursuant to the Act or pursuant to the needs of the business. In no event shall any such disagreement delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide a CLEC with a preliminary analysis with thirty (30) days of BellSouth's receipt of a Bona Fide Need request, BellSouth will inform a CLEC as soon as practicable. A CLEC and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 1.5 As soon as possible, but in not event more than ninety (90) days after receipt of the request, BellSouth shall provide a CLEC with a firm Bona Fide Request quote which will include, at a minimum, the firm availability

date, the applicable rates and the installation intervals, and a binding price quote.

- 1.6 Unless a CLEC agrees otherwise, all proposed prices shall be in accordance with the pricing principles of the Act, and any applicable FCC and Commission rules and regulations.
- 1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, a CLEC will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal.



## **Attachment - C**

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## **SERVICE DESCRIPTION: UNBUNDLED NETWORK ELEMENTS**

### **1.0 Introduction**

This Attachment sets forth the descriptions and requirements for unbundled network elements that BellSouth agrees to offer pursuant to the Generally Available Terms and Conditions.

### **2.0 Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops**

All of the terms and conditions set forth in this Section pertain to the provision of unbundled loops.

### **2.1 Unbundled Loops**

2.1.1 All terms and conditions set forth in this Section pertain to the provision of unbundled loops.

2.1.1.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

2.1.1.2 The provisioning of a Loop to the CLEC's collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connections are separate components, that are not considered a part of the Loop, and thus, have a separate charge.

2.1.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification process, then the CLEC can use the Special Construction process to request that BellSouth place facilities in order respond to the request for Special Construction. The Loop intervals shall not apply to such a request.

2.1.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the

website at <http://www.interconnection.bellsouth.com>. For orders of 14 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the Order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

- 2.1.1.5 If the CLEC cancels an order for Network Elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5. If the CLEC modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by the CLEC.
- 2.1.1.6 The Loop shall be provided to the CLEC in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.1.7 The CLEC may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.
- 2.1.1.8 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where the CLEC has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and the CLEC shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by the CLEC using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.
- 2.1.1.9 The CLEC will be responsible for testing and isolating troubles on the Loops. Once the CLEC has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.
- 2.2.2 Order Coordination and Order Coordination-Time Specific
  - 2.2.2.1 "Order Coordination" (OC) allows BellSouth and the CLEC to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to the CLEC's

facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

- 2.2.2.2 "Order Coordination – Time Specific" (OC-TS) allows the CLEC to order a specific time for OC to take place. BellSouth will make every effort to accommodate the CLEC's specific conversion time request. However, BellSouth reserves the right to negotiate with the CLEC a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. The CLEC may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If the CLEC specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the E Access Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
<b>SL-1</b>	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
<b>UCL-ND</b>	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
<b>SL-2</b>	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
<b>Unbundled Digital Loop</b>	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
<b>Unbundled Copper Loop</b>	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, the CLEC must order and will be billed for both OC and OC-TS if requesting OC-TS.					

**2.2.2.3**      Cancellation Charges. If the CLEC cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

**2.2.2.4**      Expedite Charges. For expedited requests by the CLEC, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

**2.2.2.5**      If the CLEC modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by the CLEC in accordance with FCC No. 1 Tariff, Section 5.

## **2.3            Unbundled Voice Loops (UVLs)**

**2.3.1**            BellSouth shall make available the following UVLs:

**2.3.1.1**          2-wire Analog Voice Grade Loop – SL1

**2.3.1.2**          2-wire Analog Voice Grade Loop – SL2

**2.3.1.3**          4-wire Analog Voice Grade Loop

**2.3.2**            Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of

maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that the CLEC will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

**2.3.3 Unbundled Voice Loop - SL1** (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by the CLEC. The CLEC may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers.

**2.3.4 Unbundled Voice Loop – SL2** (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a design layout record provided to the CLEC. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow the CLEC to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

## **2.4 Unbundled Digital Loops**

**2.4.1** BellSouth will also offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.

**2.4.2** BellSouth shall make available the following UDLs:

**2.4.2.1** 2-wire Unbundled ISDN Digital Loop

**2.4.2.2** 2-wire Universal Digital Channel (IDSL Compatible)

- 2.4.2.3 2-wire Unbundled ADSL Compatible Loop
- 2.4.2.4 2-wire Unbundled HDSL Compatible Loop
- 2.4.2.5 4-wire Unbundled HDSL Compatible Loop
- 2.4.2.6 4-wire Unbundled DS1 Digital Loop
- 2.4.2.7 4-wire Unbundled Digital Loop/DS0 - 56 kbps, 64 kbps
- 2.4.2.8 DS3 Loop
- 2.4.2.9 STS-1 Loop
- 2.4.2.10 OC3 Loop
- 2.4.2.11 OC12 Loop
- 2.4.2.12 OC48 Loop

**2.4.3 2-Wire Unbundled ISDN-Compatible Loop.** This loop will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. The CLEC will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

**2.4.3.1 2 Wire Universal Digital Channel (UDC)/IDSL compatible loop.** Due to technical limitations associated with certain Digital Loop Carrier (DLC) systems, some ISDN-compatible loops that are provisioned using DLC systems may not support IDSL (Integrated Digital Subscriber Line) service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

2.4.3.2 The IDSL-compatible loop (also known as Universal Digital Channel (UDC)) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

2.4.3.3 The IDSL-compatible loop may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When IDSL-capable Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.



- 2.4.4 2 or 4 Wire Unbundled HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.
- 2.4.5 2 Wire Unbundled ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). This 2-wire circuit comes standard with a test point, Order Coordination, and a DLR
- 2.4.6 4 Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.
- 2.4.7 4 Wire Unbundled Digital Loop/DS0. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.
- 2.4.8 High Capacity Loops BellSouth also offers high capacity loops including DS3, STS-1, OC3, OC12 and OC48. These are designed loops that are provisioned according to industry standards and come standard with test point, Order Coordination and a DLR.

## **2.5 Unbundled Copper Loops (UCL)**

- 2.6 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Short and Long.
- 2.6.1 BellSouth will make available the following UCL-Ds:
- 2.6.1.1 2-Wire UCL-D/short
- 2.6.1.2 2-Wire UCL-D/long
- 2.6.1.3 4-Wire UCL-D/short
- 2.6.1.4 4-Wire UCL-D/long

**2.6.2 Unbundled Copper Loop – Designed (UCL-D)**

- 2.6.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long. A short UCL (18,000 feet or less) is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.
- 2.6.2.2 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.
- 2.6.2.3 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by the CLEC.

**2.6.3 Unbundled Copper Loop – Non-Designed (UCL-ND)**

- 2.6.3.1 The UCL-ND will be provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.
- 2.6.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, the CLEC can request Loop Make Up for which additional charges would apply.
- 2.6.3.3 At an additional charge, BellSouth also will make available Loop Testing so that the CLEC may request further testing on the UCL-ND

- 2.6.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by the CLEC to provide a wide-range of telecommunications services so long as those services do not adversely affect BST's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.
- 2.6.3.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BST facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.
- 2.6.3.6 The CLEC may use BST's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BST network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

## **2.7 Loop Testing/Trouble Reporting**

- 2.7.1 The CLEC will be responsible for testing and isolating troubles on the loops. Once the CLEC has isolated a trouble to the BellSouth provided loop, the CLEC will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.7.2 If the CLEC reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge the CLEC for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.7.3 The CLEC must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, the CLEC will be required to provide the results of the CLEC test which indicate a problem on the BellSouth provided loop. If the CLEC reports a trouble on a designed loop and no trouble actually exists, BellSouth will charge the CLEC for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.7.4 Services provided over unbundled loops by the CLEC will be consistent with industry standards and BellSouth's TR73600 for the loop type ordered. The CLEC may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only

provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if the CLEC orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by the CLEC using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

**2.8 Unbundled Loop Modifications (Line Conditioning)**

- 2.8.1 BellSouth shall condition Loops, as requested by the CLEC, whether BellSouth offers advanced services to the End User on that Loop.
- 2.8.2 In some instances, the CLEC will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that the CLEC can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. The CLEC will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit C of this Attachment 2.
- 2.8.3 Loop conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridge taps, low pass filters, and range extenders.
- 2.8.4 In those cases where the CLEC has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.
- 2.8.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.
- 2.8.6 The CLEC shall request Loop make up information at rates contained in Attachment A prior to submitting a service inquiry and/or a LSR for the Loop type that the CLEC desires BellSouth to condition.
- 2.8.7 BellSouth shall recover the cost of line conditioning requested by the CLEC through the rates contained in Attachment A.

## **2.9 Loop Provisioning Involving Integrated Digital Loop Carriers**

2.9.1 If the CLEC requests one or more loops served by an Integrated Digital Loop Carrier system ("IDLC"), BellSouth shall unbundle the IDLC-delivered loop, as soon as practicable, using one of the following alternative arrangements: (1) utilize existing Next Generation Digital Loop Carrier ("NGDLC") facilities; (2) utilize existing Universal Digital Loop Carrier ("UDLC"); (3) utilize existing copper facilities that serve the distribution area or allocate new copper feeder pairs to the distribution area if spare capacity is available in the feeder route or carrier serving area; (4) utilize spare capacity of existing Integrated Network Access system or other existing IDLC that is terminated on a digital cross-connect system; (5) utilize side-door/hairpin capability of switch peripheral if the serving IDLC is terminated on a peripheral with those capabilities, or if spare capacity is available on a switch peripheral; (6) activate new IDLC or NGDLC capacity to the distribution area; or (7) convert some existing IDLC capacity to UDL. These alternative arrangements will be used where available to permit the CLEC to order a Loop and to provide the CLEC with the capability to serve end users at the same level BellSouth provides its retail customers, to the extent technically feasible.

## **2.10 Network Interface Device (NID)**

### **2.10.1 Definition**

2.10.1.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.10.1.2 BellSouth shall permit the CLEC to connect the CLEC's loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

### **2.10.2 Access to NID**

2.10.2.1 The CLEC may access the end user's customer-premises wiring by any of the following means:

- 2.10.2.1.1 1) BellSouth shall allow the CLEC to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises. The CLEC shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID;
- 2.10.2.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;
- 2.10.2.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.10.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.10.2.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be the CLEC's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.10.2.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.10.2.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.10.3 Technical Requirements

- 2.10.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.10.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to the CLEC's NID.
- 2.10.3.3 Existing BellSouth NIDs will be provided in "as is" condition. The CLEC may request BellSouth do additional work to the NID on a time and material basis. When the CLEC deploys its own local loops with respect to multiple-line termination devices, the CLEC shall specify the quantity of NIDs connections that it requires within such device.

## **2.11 Sub-loop Elements**

- 2.11.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

### **2.11.2 Unbundled Sub-Loop Distribution**

- 2.11.2.1 The unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

Unbundled Sub-Loop Distribution – Voice Grade

Unbundled Copper Sub-Loop

Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

- 2.11.2.2 **Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG)** is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises and may have load coils. USLD-VG facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the USLD-VG may have load coils, which are necessary for transmission of voice grade services.

- 2.11.2.3 **Unbundled Copper Sub-Loop (UCSL)** is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

- 2.11.2.4 If the CLEC requests a UCSL and it is not available, the CLEC may request the Sub-Loop facility be modified pursuant to the ULM process request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.
- 2.11.2.5 **Unbundled Sub-Loop Distribution – Intrabuilding Network Cable** (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property and is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises. BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for the CLEC's use on this cross-connect panel. The CLEC will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.11.2.6 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, the CLEC shall deliver a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. The CLEC's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.11.2.7 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by the CLEC is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet the CLEC's request, then BellSouth will perform the set-up as described in the section that follows. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in the section that follows) to accommodate the CLEC's request for Unbundled Sub-Loops, the CLEC may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. The CLEC will have the option to proceed under the SC process to modify the BellSouth facilities.
- 2.11.2.8 Set-up must be completed before the CLEC can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice the CLEC's cable into the cross-



connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

- 2.11.2.9 Once the set-up is complete, the CLEC will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when the CLEC requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by the CLEC for sub-loop pairs, expedite charges will apply for intervals less than 5 days.
- 2.11.2.10 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

### **2.11.3 Unbundled Network Terminating Wire (UNTW)**

#### **2.11.3.1 Service Description**

- 2.11.3.1.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop, which, in multi-subscriber configurations, represents the point at which, the network branches out to serve individual subscribers.

#### **2.11.3.2 Basic Service Features**

- 2.11.3.2.1 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

#### **2.11.3.3 Requirements**

- 2.11.3.3.1 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.11.3.4 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

- 2.11.3.5 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 2.11.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.11.3.7 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.
- 2.11.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's future to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.
- 2.11.3.9 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

- 2.11.3.10 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.11.3.11 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:
- 2.11.3.12 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
- 2.11.3.13 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

#### **2.11.4 Unbundled Sub-Loop Feeder**

##### **2.11.4.1 Definition**

- 2.11.4.1.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.
- 2.11.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).
- 2.11.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).
- 2.11.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of the CLEC's loop distribution elements onto BellSouth's feeder system.

##### **2.11.5 Requirements**

- 2.11.5.1 The CLEC will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to the CLEC. The CLEC will then have the option of paying the special construction charges or canceling the order.
- 2.11.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.
- 2.11.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

**2.11.6 Unbundled Loop Concentration (ULC)**

- 2.11.6.1 BellSouth will provide to the CLEC Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 2.11.6.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to the CLEC at the CLEC's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

**2.11.7 Unbundled Sub-Loop Concentration (USLC)**

- 2.11.7.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide the CLEC with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into the CLEC's collocation space. TR-008 and TR303 interface standards are available.

2.11.7.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of the CLEC's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of the CLEC's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

2.11.7.3 In these scenarios the CLEC would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth RT. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow the CLEC's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

## **2.11.8 Access to Loop Make-up**

2.11.8.1 BellSouth provides electronic access to loop make-up information through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). TAG is a machine-to-machine interface that provides real-time interactive access to BellSouth's databases. LENS is a human-to-machine interface for use by those CLECs who choose not to use machine-to-machine interfaces. BellSouth also provides manual access to loop make-up information.

## **2.11.9 Access to the High Frequency Portion of the Loop**

2.11.9.1 BellSouth provides CLECs access to the high frequency portion of the loop network element as an unbundled network element where BellSouth is providing, and continues to provide, analog circuit-switched voiceband services on the particular loop for which the CLEC seeks access. The high frequency portion of the loop is defined as the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. BellSouth may maintain control over the loop and splitter equipment and functions, and will provide CLECs with loop and splitter functionality that is compatible with any transmission technology that the CLEC seeks to deploy using the high frequency portion of the loop, as defined in 47 C.F.R. § 51.319(h), provided that such transmission technology is presumed to be deployable pursuant to 47 C.F.R. § 51.230. BellSouth also offers CLECs the option

of purchasing, installing, and maintaining central office POTS splitters in its collocation arrangements. Any splitters installed by the CLECs in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. BellSouth shall also permit CLECs to install any splitters in that BellSouth deploys or permits to be deployed for itself or any BellSouth Affiliate. BellSouth will also provide line sharing splitters at its remote sites to allow CLECs access to the high frequency spectrum of copper sub-loops terminated at that remote site, where the CLEC has a collocated DSLAM. BellSouth will condition loops to enable CLECs to access the high frequency portion of the loop spectrum in accordance with 47 C.F.R. § 51.319(a)(3) and § 51.319(h).

### **3.0 Switching**

3.0.1 All of the terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

### **3.1 Local Switching**

3.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.4.1 to the CLEC for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to the CLEC for the provision of a telecommunications service only in the limited circumstance described below in Section 3.2.6.

3.1.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on the CLEC regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

3.1.3 Local Circuit Switching Capability, including Tandem Switching Capability

#### **3.1.3.1 Definition**

3.1.4 Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and

trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

- 3.1.4.1 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for the CLEC when the CLEC serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 3.1.4.2 In the event that the CLEC orders local circuit switching for a single end user account name with four (4) or more two (2) wire voice-grade loops within a top 50 MSA, Density Zone 1, BellSouth's sole recourse shall be to charge the CLEC a market based-rate for use of the local circuit switching functionality for the affected facilities.
- 3.1.4.3 A port includes all features then capable or a number of then capable features specifically requested by the CLEC. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.4.4 BellSouth will provide to the CLEC customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform; (iii) for the CLEC's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by the CLEC. The CLEC's customers may use the same dialing arrangements as BellSouth customers.
- 3.1.4.5 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 3.1.4.6 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.

- 3.1.4.7 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to the CLEC purchasing local BellSouth switching and reselling BellSouth local exchange service under Section XIV of the SGAT, selective routing of calls to a requested directory assistance services platform or operator services platform. The CLEC's customers may use the same dialing arrangements as BellSouth customers, but obtain the CLEC's branded service.

### **3.1.5 Technical Requirements**

- 3.1.5.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 3.1.5.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 3.1.5.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 3.1.5.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by the CLEC will be made pursuant to the Bona Fide Request Process as set forth in General Terms and Conditions.
- 3.1.5.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.1.5.6 BellSouth shall activate service for a CLEC's customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to the CLEC's services without loss of switch feature functionality as defined in this Agreement.
- 3.1.5.7 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 3.1.5.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 3.1.5.9 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.



- 3.1.5.10 BellSouth shall perform manual call trace and permit customer originated call trace.
- 3.1.5.11 Special Services provided by BellSouth will include the following:
  - 3.1.5.11.1 Telephone Service Prioritization;
  - 3.1.5.11.2 Related services for handicapped;
  - 3.1.5.11.3 Soft dial tone where required by law; and
  - 3.1.5.11.4 Any other service required by law.
- 3.1.5.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 3.1.5.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 3.1.5.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to the CLEC, upon a reasonable request from the CLEC. The CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.1.5.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.
- 3.1.5.16 BellSouth shall offer to the CLEC all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services
- 3.1.5.17 Where capacity exists, BellSouth shall assign each CLEC customer line the class of service designated by the CLEC (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from the CLEC's customers to the CLEC's directory assistance operators at the CLEC's option.
- 3.1.5.18 Where capacity exists, BellSouth shall assign each CLEC customer line the class of service designated by the CLEC (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from the CLEC's customers to the CLEC's operators at the CLEC's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic,

and route the call through appropriate trunks to the CLEC Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

- 3.1.5.19 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.
- 3.1.6 Interface Requirements BellSouth shall provide the following interfaces to loops:
  - 3.1.6.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
  - 3.1.6.2 Coin phone signaling;
  - 3.1.6.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
  - 3.1.6.4 Two-wire analog interface to PBX;
  - 3.1.6.5 Four-wire analog interface to PBX;
  - 3.1.6.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
  - 3.1.6.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
  - 3.1.6.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
  - 3.1.6.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.1.7 BellSouth shall provide access to the following but not limited to:
  - 3.1.7.1 SS7 Signaling Network or Multi-Frequency trunking if requested by the CLEC;
  - 3.1.7.2 Interface to the CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and
  - 3.1.7.3 Interface to the CLEC Directory Assistance Services through the CLEC's switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or

other CLEC required access to interexchange carriers as requested through appropriate trunk interfaces.

## **3.2 Packet Switching Capability**

### **3.2.1 Definition**

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

- 3.2.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 3.2.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 3.2.4 The ability to extract data units from the data channels on the loops, and
- 3.2.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 3.2.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
  - 3.2.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
  - 3.2.6.2 There are no spare copper loops capable of supporting the xDSL services the CLEC seeks to offer;
  - 3.2.6.3 BellSouth has not permitted the CLEC to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the CLEC obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. § 51.319 (b); and
  - 3.2.6.4 BellSouth has deployed packet switching capability for its own use.

### **3.3 Interoffice Transmission Facilities**

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to the CLEC for the provision of a telecommunications service.

### **3.4 Rates**

The prices that the CLEC shall pay to BellSouth for Network Elements and Other Services are set forth in Attachment A to the SGAT.

## **4. Unbundled Network Element Combinations (Switched)**

### **4.1 Port/Loop Combinations**

4.1.1 At the CLEC's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 4.1.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 4.1.1.1 and 4.1.1.2 below.

4.1.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

4.1.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to the CLEC if the CLEC's customer has 4 or more DS0 equivalent lines.

4.1.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations under the terms set forth below:

4.1.2.1 In Georgia, Tennessee, and Kentucky, BellSouth shall provide to the CLEC combinations of port and loop network elements on an unbundled basis except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 4.1.1.2 above. BellSouth also provides CLECs combinations of network elements that are ordinarily

combined in its network, in the manner in which they are typically combined, allowing CLECs to order combinations of typically combined elements even if the particular elements being ordered are not actually physically connected at the time the order is placed. The rates for such combinations shall be the cost-based rates set forth in Attachment A.

4.1.2.2 In all other states, BellSouth shall provide to the CLEC combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as forth in Sections 4.1.1.1 and 4.1.1.2 above. The rates for such combinations shall be the cost-based rates set forth in Attachment A.

4.1.2.3 In all states other than Georgia, Tennessee, and Kentucky, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 4.1.1.1 and 4.1.1.2, BellSouth shall provide to the CLEC combinations of port and loop network elements that are not Currently Combined. The rate for such combinations may be requested through the bona fide request process.

#### 4.1.3 Combination Offerings

4.1.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.1.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.1.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.1.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.1.3.5 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.1.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.1.3.7 4-wire DS1 Loop with Channelization with Port, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

## **4.2 Assembly Points**

4.2.1 Assembly Points are offered to provide CLECs the ability to combine unbundled network elements themselves within a BellSouth central office location, without requiring the CLEC to own or control any telecommunications equipment. The assembly products will be offered for three service types:

- DS0 Assembly Point (immediate deployment)
- DS1 Assembly Point (immediate deployment)
- DS3 Assembly Point (future deployment)

4.2.2 Assembly Points will provide access to 2-wire and 4-wire DS0 unbundled network elements for CLECs to combine two network elements at a cross-connect point (Assembly Point) designated by BellSouth. Subject to technical feasibility on a per location basis, BellSouth will offer access to DS1 and DS3 unbundled network elements at the designated DS1 or DS3 Assembly Point, respectively. BellSouth will supply all equipment required to access the unbundled elements. CLECs must supply any jumpers or patch cords to connect two elements at the Assembly Point and will not be permitted to install any equipment within the Assembly Point location. The CLEC may not install any equipment within the Assembly Point area. The CLEC may utilize portable test equipment for the purposes of testing unbundled network elements, but may not store this portable test equipment in the Assembly Point area.

4.2.3 The CLEC must submit an Application and an application fee for access to an Assembly Point. The CLEC must designate on its Assembly Point Application a forecast for a two-year period, designated by year. BellSouth will size the Assembly Point(s) according to forecast projections and will assign and designate facilities on a per request basis.

## **5. Operator Systems**

### **5.1 Definition**

BellSouth provides access to Operator Systems for operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The Operator Systems, provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

### **5.2 Operator Service**

#### **5.2.1 Definition**

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the customer has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

#### **5.2.2 Requirements**

5.2.2.1 When the CLEC requests BellSouth to provide Operator Services, the following requirements apply:

5.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

5.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

5.2.2.1.3 BellSouth shall complete calls that are billed to a CLEC customer's calling card that can be validated by BellSouth.

5.2.2.1.4 BellSouth shall complete person-to-person calls.

5.2.2.1.5 BellSouth shall complete collect calls.

5.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

5.2.2.1.7 BellSouth shall complete station-to-station calls.

5.2.2.1.8 BellSouth shall process emergency calls.

5.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

- 5.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.
- 5.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 5.2.2.1.12 BellSouth will provide the ability for a CLEC Customer to reach a "live" operator on a 0-call.
- 5.2.2.2 BellSouth shall adhere to equal access requirements, providing the CLEC's local customers the same IXC access as provided to BellSouth customers.
- 5.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to the CLEC that BellSouth provides for its own operator service.
- 5.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 5.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by the CLEC.
- 5.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to the CLEC in accordance with the time schedule designated by the CLEC.

### **5.2.3 Interface Requirements:**

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of the CLEC, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

## **5.3 Directory Assistance Service**

### **5.3.1 Definition**

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

### **5.3.2 Requirements**

- 5.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by the CLEC's customer, BellSouth shall



provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, the CLEC may request such requirement pursuant to the Bona Fide Request Process.

### **5.3.2.2 Directory Assistance Service Updates**

5.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

5.3.2.2.1.1 New customer connections: BellSouth will provide service to the CLEC that is equal to the service it provides to itself and its customers;

5.3.2.2.1.2 Customer disconnections: BellSouth will provide service to the CLEC that is equal to the service it provides to itself and its customers; and

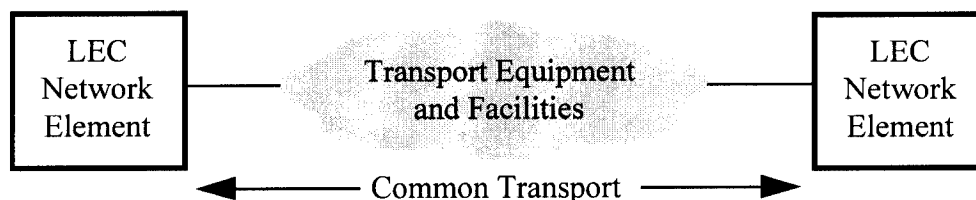
5.3.2.2.1.3 Customer address changes: BellSouth will provide service to the CLEC that is equal to the service it provides to itself and its customers;

5.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

## **6. Common Transport**

### **6.1 Definition**

Common Transport is an interoffice transmission path between BellSouth Network Elements (illustrated in Figure 2). Where BellSouth Network Elements are connected by intra-office wiring, such wiring is not provided as a part of the Network Elements. Common Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.



**Figure 2**

## **6.2 Technical Requirements**

- 6.2.1 Common Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the technical reference set forth in Section 9.2.4.31 of this Attachment 2.
- 6.2.2 Common Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Common Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the technical reference set forth in Section 9.2.4.30 of this Attachment 2.
- 6.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.
- 6.2.4 At a minimum, Common Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
  - 6.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
  - 6.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
  - 6.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
  - 6.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
  - 6.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
  - 6.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
  - 6.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

- 6.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 6.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 6.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 6.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 6.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 6.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 6.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 6.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 6.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 6.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 6.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 6.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 6.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

- 6.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 6.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 6.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 6.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 6.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 6.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 6.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 6.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 6.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

## **7. Dedicated Transport**

### **7.1 Definition**

- 7.1.1.1 Dedicated transport that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and the CLEC to a particular customer.
- 7.1.1.2 Unbundled Local Channel
- 7.1.1.3 Unbundled Local Channel is the dedicated transmission path between the CLEC's Point of Presence and the BellSouth Serving Wire Center's collocation.
- 7.1.1.4 Unbundled Interoffice Channel.

7.1.1.5 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

7.1.2 BellSouth shall offer Dedicated Transport in each of the following ways:

7.1.2.1 As capacity on a shared circuit.

7.1.2.2 As a circuit (e.g., DS1, DS3, STS-1) dedicated to the CLEC. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

7.1.3 When Dedicated Transport is provided it shall include (as appropriate):

7.1.3.1 Transmission equipment such as line terminating equipment, amplifiers, and regenerators;

7.1.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

## **7.2 Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

7.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to CLEC designated traffic.

7.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including but not limited to, (1) DS0, DS1 and DS3 transport systems, and SONET point-to-point transport systems (including linear add-drop systems), at available transmission bit rates.

7.2.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the industry standards.

7.2.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the technical references set forth in the industry standards.

7.2.5 When requested by the CLEC, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in

such a way that no single failure of facilities or equipment will cause a failure on both circuits.

- 7.2.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
  - 7.2.6.1 DS0 Equivalent;
  - 7.2.6.2 DS1 (Extended SuperFrame – ESF);
  - 7.2.6.3 DS3 (signal must be framed );
  - 7.2.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
  - 7.2.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by the CLEC.

### **7.3 Unbundled Channelization**

- 7.3.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in Attachment A to the SGAT.

#### **7.3.2 Definition**

- 7.3.3 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, the CLEC can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).

- 7.3.3.1.1 Channelization capabilities will be as follows:
  - 7.3.3.2 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s

- 7.3.3.3 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.
- 7.3.3.4 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.
- 7.3.3.5 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.
- 7.3.4 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
- 7.3.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 7.3.6 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.
- 7.3.7 Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.

## **8.0 Combinations (Non-Switched)**

- 8.1 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular location.
- 8.2 EELs.
  - 8.2.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or where BellSouth chooses, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 4.3 below.
  - 8.2.2 Subject to Section 8.2.3 below, BellSouth will provide access to the EEL in the combinations set forth in 8.3 following. This offering is intended to

provide connectivity from an end user's location through that end user's SWC to the CLEC's POP serving wire center. The circuit must be connected to the CLEC's switch for the purpose of provisioning telephone exchange service to the CLEC's end-user customers. The EEL will be connected to the CLEC's facilities in the CLEC's collocation space at the POP SWC, or the CLEC may purchase BellSouth's access facilities between the CLEC's POP and the CLEC's collocation space at the POP SWC.

8.2.3 BellSouth shall provide EEL combinations to CLECs in the states of Georgia, Tennessee, and Kentucky for combinations of network elements that are ordinarily combined in its network, in the manner which they are typically combined, allowing CLECs to order combinations of typically combined elements even if the particular elements being ordered are not actually physically connected at the time the order is placed. In all other states, BellSouth shall make available to the CLEC those EEL combinations described in Section 8.3 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to the CLEC in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs, regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to the CLEC only to the extent such network elements are Currently Combined.

8.2.4 Additionally, BellSouth shall make available to the CLEC a combination of an unbundled loop and special access interoffice facilities. To the extent the CLEC will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided under the terms set forth in this Attachment and at the rates set forth in Attachment A to the SGAT.

### 8.3 EEL Combinations

8.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

8.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

8.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

8.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop



- 8.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 8.3.6 DS1 Interoffice Channel + DS1 Local Loop
- 8.3.7 DS3 Interoffice Channel + DS3 Local Loop
- 8.3.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 8.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 8.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 8.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 8.3.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop
- 8.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 8.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

#### **8.4 Other Network Element Combinations**

BellSouth shall make available to the CLEC, in accordance with Section 8.6 below, combinations of network elements.

#### **8.5 Special Access Service Conversions**

- 8.5.1 The CLEC may not convert special access services to combinations of loop and transport network elements, whether or not the CLEC self-provides its entrance facilities (or obtains entrance facilities from a third party), unless the CLEC uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent the CLEC converts its special access services to combinations of loop and transport network elements at UNE prices, the CLEC, hereby, certifies that it is providing a significant amount of local exchange service over such combinations. BellSouth may, at its sole discretion, audit the CLEC records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that the CLEC is not providing a significant amount of local exchange traffic over the

combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from the CLEC.

- 8.5.2 EEL combinations for DS1 level and above will be available only when the CLEC provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.
- 8.5.3 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 8.5.4 The three circumstances under which a requesting carrier can meet the significant local traffic criteria are set forth in paragraph 22 of the FCC's Supplemental Order Clarification in Docket No. CC 96-98 dated June 2, 2000.

## **8.6 Rates**

- 8.6.1 Subject to Section 8.2.3 and 8.4 preceding, the non-recurring and recurring rates for the EEL combinations set forth in Section 8.3 and other combined network elements are set forth in Attachment A to the SGAT.

## **9. Signaling Link Transport**

### **9.1 Definition**

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

### **9.2 Technical Requirements**

- 9.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 9.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

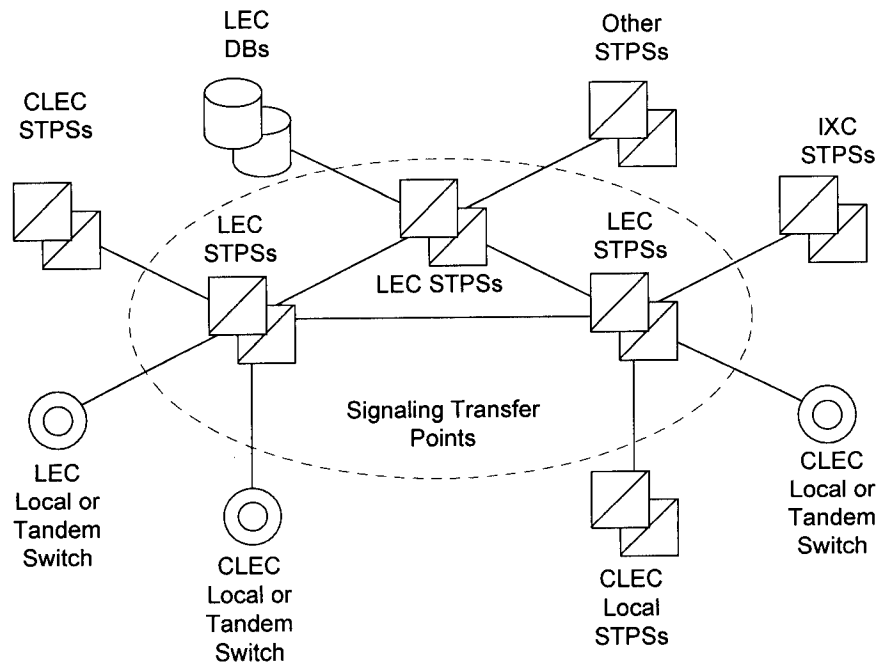
- 9.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPS) pair; and
- 9.2.2.2 As a "B-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two CLECs).
- 9.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:
  - 9.2.3.1 An A-link layer shall consist of two links.
  - 9.2.3.2 A B-link layer shall consist of four links.
- 9.2.4 A signaling link layer shall satisfy a performance objective such that:
  - 9.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
  - 9.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 9.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
  - 9.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
  - 9.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

### **9.3 Interface Requirements**

- 9.3.1 There shall be a DS1 (1.544 Mbps) interface at the CLEC-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

## **10. Signaling Transfer Points (STPs)**

- 10.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches. Figure 4 depicts Signaling Transfer Points.



**Figure 4**

## **10.2 Technical Requirements**

10.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

10.2.1.1 BellSouth Local Switching or Tandem Switching;

10.2.1.2 BellSouth Service Control Points/DataBases;

10.2.1.3 Third-party local or tandem switching

10.2.1.4 Third-party-provided STPSs.

10.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

10.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a CLEC local switch and third

party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the CLEC local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

- 10.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:
  - 10.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,
  - 10.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and
  - 10.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 10.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a BellSouth local or tandem switching system or data base, or is a CLEC or third party local or tandem switching system directly connected to BellSouth SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination.
- 10.2.6 STPs shall also provide the capability to route SCCP messages based on ISNI, as defined in Bellcore ANSI Interconnection Requirements, when this capability becomes available on BellSouth STPs.
- 10.2.7 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs. All OMAP functions will be on a "where available" basis and can include:
  - 10.2.7.1 MTP Routing Verification Test (MRVT) and
  - 10.2.7.2 SCCP Routing Verification Test (SRVT).
- 10.2.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a CLEC or third party local or

tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by the CLEC and BellSouth.

10.2.9 STPs shall be equal to or better than the following performance requirements:

10.2.9.1 MTP Performance, as defined in Bellcore ANSI Interconnection Requirements and

10.2.9.2 SCCP Performance, as defined in Bellcore ANSI Interconnection Requirements.

**10.2.10 SS7 Advanced Intelligent Network (AIN) Access**

10.2.10.1 SS7 AIN Access shall provide the CLEC SCP access to BellSouth local switch via interconnection of BellSouth SS7 and CLEC SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network, BellSouth must route its calls in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the CLEC SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

SS7 AIN Access is the provisioning of AIN triggers in a BellSouth local switch and interconnection of the BellSouth SS7 network with the CLEC SS7 network to exchange TCAP queries and responses with a CLEC SCP.

10.2.10.2 When provided through the same mediation application, delay associated with BellSouth local switch queries to the CLEC STP shall be equal to or shorter than the delay associated with queries to BellSouth STP.

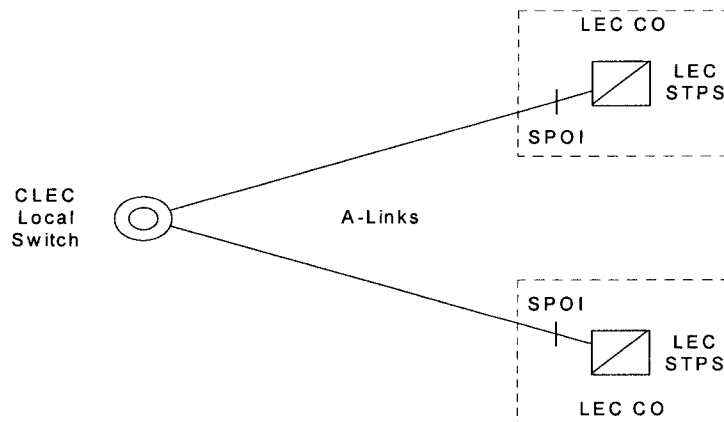
10.2.10.3 BellSouth's STPs shall maintain global title translations necessary to direct AIN queries for select global title address and translation type values to the CLEC SS7 network.

10.2.10.4 BellSouth STPs shall route mutually agreeable AIN responses from the CLEC SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part (SCCP) called party address.

- 10.2.10.5 Network management controls resulting from an overload in elements not supporting the CLEC's customers shall not affect queries to the CLEC SCPs.
- 10.2.10.6 When the CLEC selects SS7 AIN Access, BellSouth will provide access to provisioning processes to support interconnection of the CLEC's STPs.
- 10.2.10.7 STPs shall offer SS7 AIN Access in accordance with the requirements of the following technical references, as implemented in BellSouth's STPs:
  - 10.2.10.7.1 GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN); and
  - 10.2.10.7.2 GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN).

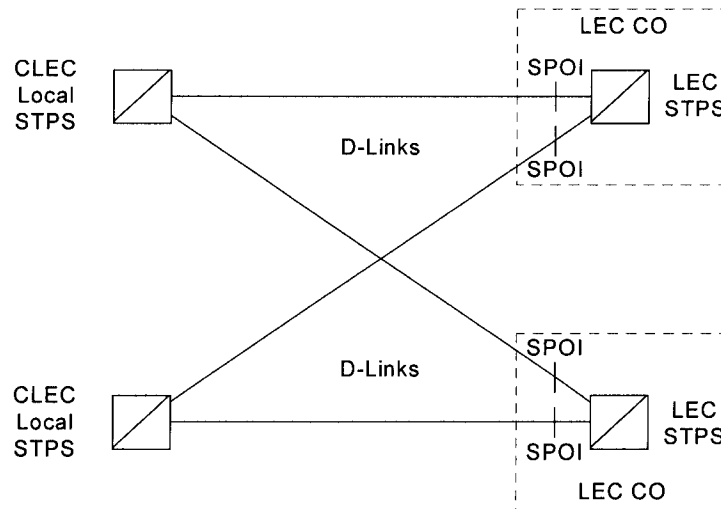
### 10.3 Interface Requirements

- 10.3.1 BellSouth shall provide the following STPs options to connect the CLEC or the CLEC-designated local switching systems or STPs to BellSouth SS7 network:
  - 10.3.1.1 An A-link interface from the CLEC local switching systems; and,
  - 10.3.1.2 A B-link interface from the CLEC local STPs.
- 10.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:
  - 10.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 6.



**Figure 6. A-Link Interface**

10.3.2.2 A B-link layer shall consist of four links, as depicted in Figure 7.



**Figure 7. B-link Interface**

10.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting the CLEC local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOIs.

10.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STPS. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOIs.

10.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

10.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message



Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

- 10.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

#### **10.3.6 Message Screening**

- 10.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from the CLEC local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the CLEC switching system has a legitimate signaling relation.
- 10.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from the CLEC local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the CLEC switching system has a legitimate signaling relation.
- 10.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from the CLEC from any signaling point or network interconnected through BellSouth's SS7 network where the CLEC SCP has a legitimate signaling relation.
- 10.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
  - 10.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
  - 10.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
  - 10.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
  - 10.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
  - 10.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

- 10.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 10.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
- 10.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

## **11. Service Control Points/DataBases**

### **11.1 Definition**

- 11.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 11.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

### **11.2 Technical Requirements for SCPs/Databases**

- Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to the CLEC in accordance with the following requirements.
- 11.2.1 BellSouth shall provide physical interconnection to SCPs through the SS7 network and protocols, with TCAP as the application layer protocol.
  - 11.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. ISDN and X.25).

11.2.3 The reliability of interconnection options shall be consistent with industry standards for diversity and survivability.

**11.2.4 Database Availability**

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

11.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for the CLEC's customer records stored in BellSouth databases within 24 hours, or sooner where BellSouth provisions its own customer records within a shorter interval.

**11.3 Local Number Portability Database**

**11.3.1 Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another.

**11.4 Line Information Database (LIDB):**

See Attachment F to the SGAT for LIDB terms and conditions.

**11.5 Toll Free Number Database**

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

**11.5.1 Technical Requirements**

11.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for the CLEC to query with a toll-free number and originating information.

11.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

11.5.1.3 The SCP shall also provide, at the CLEC's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-

TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:

- 11.5.1.3.1 Network Management;
- 11.5.1.3.2 Customer Sample Collection; and
- 11.5.1.3.3 Service Maintenance

#### **11.5.2 Interface Requirements**

The signaling interface between the CLEC or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface as specified in the technical reference herein.

#### **11.6 Automatic Location Identification/Data Management System (ALI/DMS)**

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

##### **11.6.1 Technical Requirements**

- 11.6.1.1 BellSouth shall offer the CLEC a data link to the ALI/DMS database or permit the CLEC to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to the CLEC immediately after the CLEC inputs information into the ALI/DMS data base. Alternately, the CLEC may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.
- 11.6.1.2 The ALI/DMS database shall contain the following customer information:
  - 11.6.1.2.1 Name;
  - 11.6.1.2.2 Address;
  - 11.6.1.2.3 Telephone number; and
  - 11.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).

11.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless the CLEC requests otherwise and shall be updated if the CLEC requests, provided the CLEC supplies BellSouth with the updates.

11.6.1.4 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

## **11.6.2 Interface Requirements**

The interface between the E911 Switch or Tandem and the ALI/DMS database for the CLEC's customers shall meet industry standards.

## **11.7 Directory Assistance Database**

BellSouth shall make its directory assistance database available to the CLEC in order to allow the CLEC to provide its customers with the same directory assistance services BellSouth provides to BellSouth customers. BellSouth shall provide the CLEC with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by the CLEC and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and CLEC telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

11.8 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

11.8.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);

11.8.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);

11.8.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

11.8.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

- 11.8.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);
- 11.8.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and
- 11.8.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).
- 11.9 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access
  - 11.9.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide the CLEC the capability that will allow the CLEC and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
  - 11.9.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to the CLEC. Scheduling procedures shall provide the CLEC equivalent priority to these resources
  - 11.9.3 BellSouth SCP shall partition and protect the CLEC service logic and data from unauthorized access, execution or other types of compromise.
  - 11.9.4 When the CLEC selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable the CLEC to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
  - 11.9.5 When the CLEC selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. CLEC access will be provided via remote data connection (e.g., dial-in, ISDN).
  - 11.9.6 When the CLEC selects SCE/SMS AIN Access, BellSouth shall allow the CLEC to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

## **12. Tandem Switching**

### **12.1 Definition**

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

### **12.2 Technical Requirements**

12.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

12.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

12.2.1.2 Tandem Switching will provide screening as jointly agreed to by the CLEC and BellSouth;

12.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability

12.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by the CLEC;

12.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

12.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

12.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

12.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and the CLEC's switches.

12.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).

- 12.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 12.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by the CLEC. Tandem Switching will provide recording of all billable events as jointly agreed to by the CLEC and BellSouth.
- 12.2.6 Upon a reasonable request from the CLEC, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to the CLEC.
- 12.2.7 BellSouth shall maintain the CLEC's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 12.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 12.2.9 Tandem Switching shall route calls to BellSouth's or the CLEC's endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by the CLEC, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by the CLEC and BellSouth. Such plans shall meet the CLEC requirements for routing calls through the local network.
- 12.2.10 Tandem Switching shall process originating toll-free traffic received from a CLEC local switch.
- 12.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

### **12.3 Interface Requirements**

- 12.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 12.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.



- 12.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 12.3.4 Tandem Switching shall interconnect with the CLEC's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At the CLEC's request, Tandem Switching shall record and keep records of traffic for billing.
- 12.3.5 Tandem Switching shall provide an alternate final routing pattern for the CLEC traffic overflowing from direct end office high usage trunk groups.
- 12.4 Tandem Switching shall meet or exceed (i.e., be more favorable to the CLEC) each of the requirements for Tandem Switching set forth in the following technical references:
  - 12.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
  - 12.4.2 GR-905-CORE covering CCSNIS;
  - 12.4.3 GR-1429-CORE for call management features; and  
GR-2863-CORE and GR-2902-CORE covering CCS AIN interconnection

**13. DARK FIBER:**

**13.1.1 Definition**

Dark Fiber is unused strands of optical fiber without multiplexing, signal regeneration, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes stands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

**13.2 Requirements**

BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth may reserve a reasonable amount of Dark Fiber for future planned use.

- 13.3 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at the CLEC's request subject to time and materials charges.

- 13.3.1 CLEC may test the quality of the Dark Fiber to confirm its usability and performance specifications. BellSouth shall use its best efforts to provide to the CLEC information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from the CLEC ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 45 days after Confirmation, BellSouth shall hold such requested Dark Fiber for the CLEC's use and may not allow any other party to use such media, including BellSouth.
- 13.3.2 BellSouth shall use its best efforts to make Dark Fiber available to the CLEC within thirty (30) business days after it receives written confirmation from the CLEC that the Dark Fiber previously deemed available by BellSouth is wanted for use by the CLEC. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable the CLEC to connect or splice the CLEC provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 13.4 Dark Fiber shall meet the manufacture's design specifications.
- 13.5 Additional Requirements for Dark Fiber
- 13.5.1 The CLEC may splice and test Dark Fiber obtained from BellSouth using the CLEC or CLEC's designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

## **14. Additional Requirements**

This Section 14 sets forth the additional requirements for unbundled Network Elements which BellSouth agrees to offer to the CLEC.

### **14.1.1 Requirements**

BellSouth shall provide performance equal to or better than all of the requirements set forth in this Section 14.2.

### **14.2 Performance**

#### **14.2.1 Scope:**

This section addresses performance requirements for Network Elements and Ancillary Functions to provide local service. It includes requirements

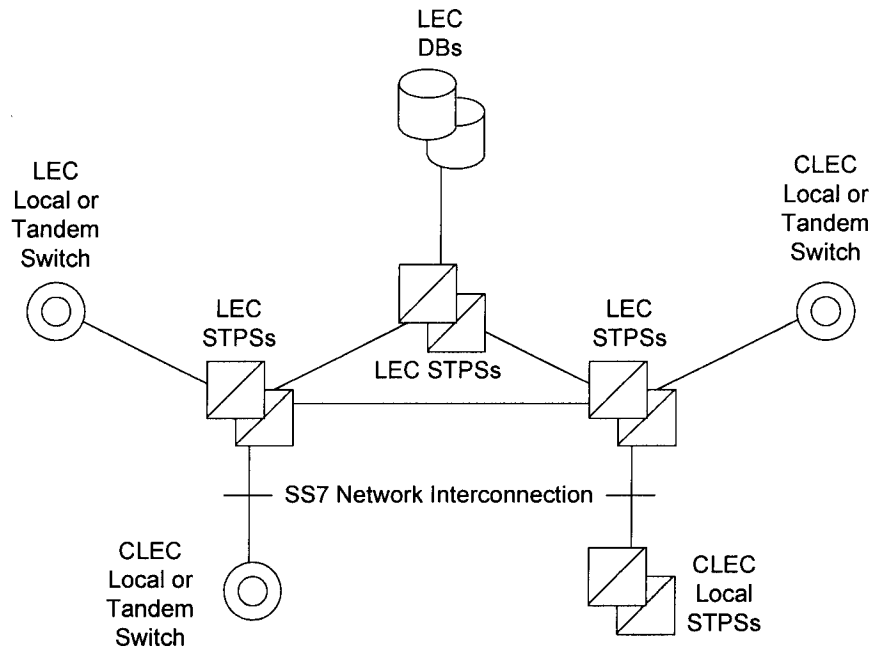
for the reliability and availability of Network Elements and Ancillary Functions, and quality parameters such as transmission quality (analog and digital), and speed (or delay). In addition, an overview of service performance requirements is given.

- 14.2.1.1 The General Performance Requirements in this section apply to all aspects of Network Elements and Ancillary Functions. Additional requirements are given in this performance section and in the individual Network Elements sections.
- 14.2.2 BellSouth shall work cooperatively with the CLEC to determine appropriate performance allocations across Network Elements.
- 14.2.2.1 BellSouth shall comply with the BellCore, ANSI, TIA/EIA, and IEEE technical standards regarding the performance of network elements and ancillary functions.

### **14.3 SS7 Network Interconnection**

#### **14.3.1 Definition**

The figure below depicts Signaling System 7 (SS7) Network Interconnection. SS7 Network Interconnection is the interconnection of the CLEC local Signaling Transfer Point Switches (STPS) and the CLEC local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), the CLEC local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.



**SS7 Network Interconnection**

**14.3.2 Technical Requirements**

14.3.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

14.3.2.1.1 BellSouth local or tandem switching systems;

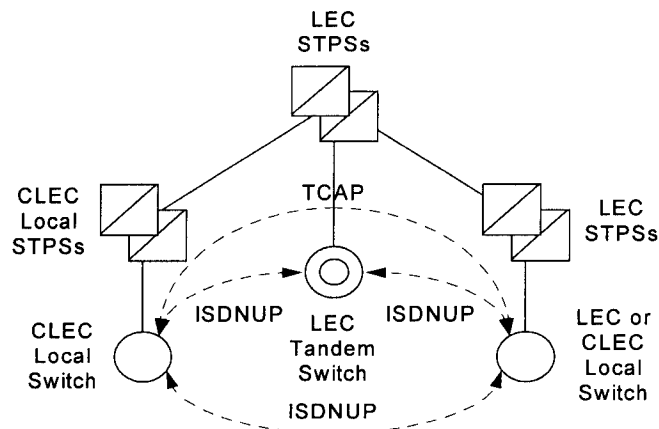
14.3.2.1.2 BellSouth DBs; and

14.3.2.1.3 Other third-party local or tandem switching systems.

14.3.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and the CLEC or other third-party switching systems with A-link access to the BellSouth SS7 network.

14.3.2.3 In particular the figure below depicts a circumstance where SS7 Network Interconnection shall provide transport for certain types of Transaction Capabilities Application Part (TCAP) messages. If traffic is routed based on dialed or translated digits between a CLEC's local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that

the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the CLEC local STPSs and BellSouth or other third-party local switch.



#### **Interswitch TCAP Signaling for SS7 Network Interconnection**

- 14.3.2.4 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 14.3.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111 (Reference 0.0.0). This includes:
- 14.3.2.5.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
  - 14.3.2.5.2 Signaling Link functions, as specified in ANSI T1.111.3; and
  - 14.3.2.5.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 14.3.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 0.0.0). In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network

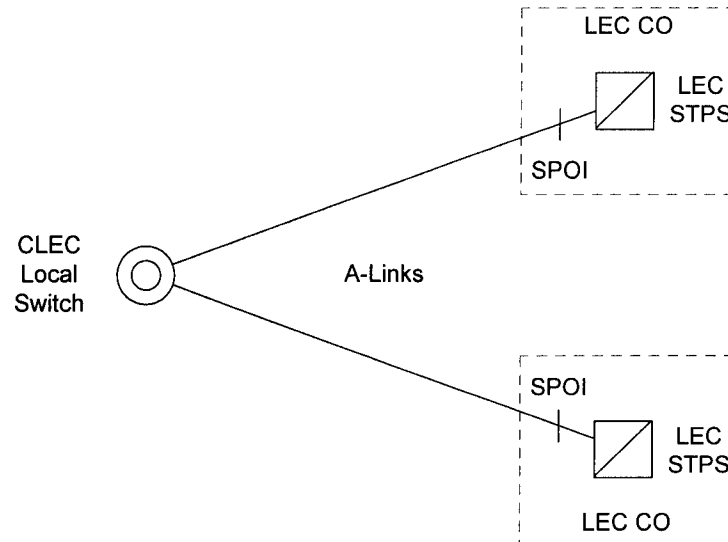
Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a CLEC local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of the CLEC's local STPSs, and shall not include SCCP Subsystem Management of the destination.

- 14.3.2.7 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113 (Reference 0.0.0).
- 14.3.2.8 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114 (Reference 0.0.0).
- 14.3.2.9 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 14.3.2.10 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
  - 14.3.2.10.1 MTP Performance, as specified in ANSI T1.111.6;
  - 14.3.2.10.2 SCCP Performance, as specified in ANSI T1.112.5; and
  - 14.3.2.10.3 ISDNUP Performance, as specified in ANSI T1.113.5.

### **14.3.3 Interface Requirements**

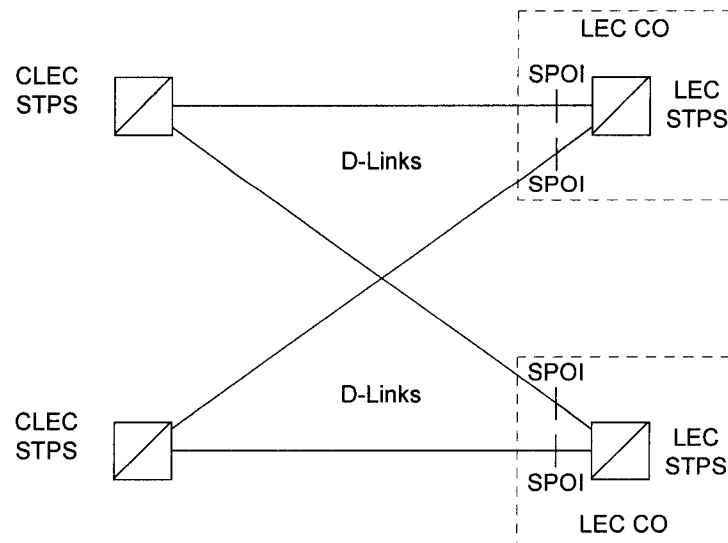
- 14.3.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect the CLEC or CLEC-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:
  - 14.3.3.1.1 A-link interface from the CLEC local or tandem switching systems; and
  - 14.3.3.1.2 B-link interface from the CLEC STPSs.
- 14.3.3.2 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

14.3.3.2.1 An A-link layer shall consist of two links, as depicted in the figure below.



### A-Link Interface

14.3.3.2.2 A B-link layer shall consist of four links, as depicted in the figure below.



### B-link Interface

- 14.3.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting the CLEC's local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOI.
- 14.3.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STPS. BellSouth and the CLEC will work jointly to establish mutually acceptable SPOI.
- 14.3.3.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
- 14.3.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 14.3.3.5.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 14.3.3.5.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
- 14.3.3.5.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 14.3.3.6 BellSouth shall set message screening parameters to block accept messages from the CLEC's local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the CLEC switching system has a legitimate signaling relation.
- 14.3.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:



- 14.3.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
- 14.3.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
- 14.3.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 14.3.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 14.3.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
- 14.3.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
- 14.3.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 14.3.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 14.3.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 14.3.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 14.3.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 14.3.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 14.3.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

- 14.3.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

#### **14.4 Network Interconnection**

##### **14.4.1 Technical Requirements**

- 14.4.1.1 When requested by the CLEC, BellSouth shall provide interconnections between BellSouth Network Elements provided to the CLEC and the CLEC's network at transmission rates designated by the CLEC, including, but not limited to DS1, DS3, and STS-1.
- 14.4.1.2 Traffic shall be combined and routed as follows:
- 14.4.1.2.1 BellSouth shall provide direct trunks for local and intraLATA traffic (except 911, directory assistance, operator services, and other services that may require special routing) and, at the CLEC's request, BellSouth shall allow the CLEC to route such traffic either directly to a BellSouth's tandem or directly to a BellSouth's end-office.
- 14.4.1.2.2 At the CLEC's request, BellSouth shall receive the CLEC traffic destined to BellSouth Operator Systems Network Element, on trunks from a CLEC end-office or a CLEC tandem.
- 14.4.1.2.3 At the CLEC's request, BellSouth shall receive the CLEC's CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to BellSouth B911 PSAPs, or E911 tandems, on trunks from a CLEC end-office.
- 14.4.1.3 When requested by the CLEC and authorized by a third party carrier, BellSouth shall provide interconnections between the CLEC's network, and the other carrier's network through BellSouth network at transmission rates designated by the CLEC, including, but not limited to DS1, DS3, and STS-1. BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers through BellSouth network, and at the CLEC's request, BellSouth shall record and keep records of such traffic for the CLEC's billing purposes.
- 14.4.1.4 The parties agree to implement the most efficient trunking arrangement to exchange all traffic unless otherwise agreed. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at P.01 grade of service. Initially, BellSouth and the CLEC will provide one-way trunk groups for completion of BellSouth and the CLEC's originated local and intraLATA traffic.

# **Tennessee SGAT**

## **Attachment D**

# **LICENSE AGREEMENT**

*for*

## **RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS**

**Dated:**          

*Between*

**BELLSOUTH TELECOMMUNICATIONS, INC.**  
*(Licensor)*

*And*

\_\_\_\_\_  
*(Licensee)*

Licensee desires to conduct business in the following area(s):

☐ AL    ☐ KY    ☐ LA    ☐ MS    ☐ TN    ☐ FL    ☐ GA    ☐ NC    ☐ SC

or

☐ BellSouth Region

**BELLSOUTH License Agreement Number -** \_\_\_\_\_

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- I Schedule of Fees, Charges, and Attachment Transfer Rate Schedule
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- III Request to Self-Insure

## **EXHIBITS**

- I Administrative Forms and Notices

## RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Agreement, together with the terms and conditions of general applicability contained throughout this Agreement, sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's Poles, Ducts, Conduits and Rights of Way, pursuant to the Act.

### 1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in this Section 1.

- 1.1 Anchor. The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by BellSouth, as distinguished from Anchors which are owned and controlled by other persons or entities.
- 1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-pole guys.
- 1.3 Application. The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for BellSouth owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.
- 1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.
- 1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being Assigned.

- 1.6        Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.
- 1.7        Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 1.8        Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of BellSouth's Conduit System.
- 1.9        Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by BellSouth.
- 1.10       Cost. The term Cost as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.
- 1.11       Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.
- 1.12       Facilities. The terms Facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.
- 1.13       The acronym FCC refers to the Federal Communications Commission.
- 1.14       Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.
- 1.15       Inner-Duct. The term Inner-Duct refers to a pathway created by subdividing a Duct into smaller channels.
- 1.16       Joint User. The term Joint User refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights of Way owned by the other party.
- 1.17       Lashing. The term Lashing refers to the attachment of a Licensee's Sheath or Inner-Duct to a supporting strand.
- 1.18       License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by BellSouth prior to the date of this Agreement.

- 1.19      Licensee. The term Licensee refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its Facilities in BellSouth's Conduit System or attach its Facilities to BellSouth's Poles or Anchors.
- 1.20      Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare BellSouth's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of Licensee's Facilities. Make--Ready work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Licensee's Facilities and not to meet BellSouth's business needs or convenience. Make--Ready work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of BellSouth's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Licensee's Facilities.
- 1.21      Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.
- 1.22      Occupancy. The term Occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right of Way.
- 1.23      Person Acting on Licensee's Behalf. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.



- 1.24 Person Acting on BellSouth's Behalf. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 1.25 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by BellSouth, and does not include utility Poles or Anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.
- 1.26 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.27 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Licensee's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Licensee's Facilities.
- 1.28 Right of Way (ROW). The term Right of Way/Rights of Way refer(s) to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.29 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.30 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for attachment/occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by BellSouth, Licensee, or a Third Party for maintenance, repair, or emergency restoration.
- 1.31 State. When capitalized, the term State (as used in terms such as this State) refers to the State of Georgia.

- 1.32 Third Party. The terms Third Party and Third Parties refer to persons and entities other than Licensee and BellSouth. Use of the term Third Party does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

## **2. SCOPE OF AGREEMENT**

- 2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and Rights of Way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such Facilities to Licensee because of the potential or forecasted needs of itself or other parties.
- 2.2 Attachments and Occupancies Authorized by this Agreement. BellSouth shall issue one or more Licenses to Licensee authorizing Licensee to attach Facilities to BellSouth's owned or controlled Poles and to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.
- 2.2.1 Unless otherwise provided herein, authority to attach Facilities to BellSouth's owned or controlled Poles, to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall be granted only in individual Licenses granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Agreement.
- 2.2.2 Licensee agrees that its attachment of Facilities to BellSouth's owned or controlled Poles, occupancy of BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such Licenses.
- 2.2.3 Licensee may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to Licensee under this Agreement, except that Licensee may lease its own Facilities to Third Parties, or allow affiliates to overlash cables to Licensee cables. Notwithstanding the above, upon notice to BellSouth, Licensee may permit Third Parties who have an agreement with BellSouth to overlash to existing Licensee attachments in accordance with the terms and conditions of such Third Party's agreement with BellSouth, and Licensee may lease dark fiber to a Third Party.

- 2.3        Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Licensee one or more Licenses authorizing Licensee to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights of Way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a License Application if BellSouth determines that the Pole, Conduit or Duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is Licensed by BellSouth to another Licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the Conduit System.
- 2.4        Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated Rights of Way to any sites where BellSouth's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of BellSouth's owned or controlled Conduit Systems are located.
- 2.4.1      BellSouth shall provide Licensee with access to and use of such Rights of Way to the same extent and for the same purposes that BellSouth may access or use such Rights of Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.
- 2.4.2      Where BellSouth notifies Licensee that BellSouth's agreement with a Third Party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable Costs incurred by BellSouth in obtaining such rights for Licensee.
- 2.4.3      In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with 2.4.2, or, in the case where Licensee elects not to invoke its rights under 2.4.1 or 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such Rights of Way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Licensee.

- 2.4.4 Where BellSouth has any ownership or Rights of Way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a License or other attachment.
- 2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and Facilities; and
- 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights of Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights of Way.
- 2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Licensee has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.
- 2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
  - 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own Facilities within BellSouth's Conduits, Ducts or rights-of way or any of BellSouth's Facilities attached to BellSouth's Poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
  - 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in BellSouth's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.

- 2.7        No Effect on Licensee's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.7.1      To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within BellSouth's Conduits, Ducts or Rights of Way or its Facilities attached to BellSouth's Poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.7.2      To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights of Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under Licenses issued pursuant to this Agreement.
- 2.8        No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 2.8.1      Licensee acknowledges that the Facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's Poles, Conduits, Ducts and Rights of Way.
- 2.8.2      BellSouth shall not attach, or give permission to any third parties to attach Facilities to, existing Licensee Facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee Facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

- 2.8.3 With respect to Facilities occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for Conduit extensions or reinforcements, 60 days' written notice for Pole line extensions, 60 days' written notice for Pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such Facilities or of BellSouth's intention not to maintain or use any existing Facility. Where BellSouth elects to abandon or remove BellSouth Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) days of written notice from BellSouth. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of Licensee.
- 2.8.4 Upon request and at Licensee's expense, BellSouth shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables.
- 2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

### **3. REQUIREMENTS AND SPECIFICATIONS**

- 3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

- 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
- 3.1.2 The National Electrical Code (NEC); and
- 3.1.3 The National Electrical Safety Code (NESC).
- 3.2 Changes in Published Standards. Licensee agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.
- 3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Licensee's Facilities placed in BellSouth's Conduit System shall meet all of the following electrical design specifications:
  - 3.3.1 No Facility shall be placed in BellSouth's Conduit System in violation of FCC regulations.
  - 3.3.2 Licensee's Facilities placed in BellSouth's Conduit System shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.
  - 3.3.3 Licensee's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.
  - 3.3.4 No coaxial cable of Licensee shall occupy a Conduit System containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.
  - 3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
  - 3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.

- 3.4        Additional Physical Design Specifications. Licensee's Facilities placed in BellSouth's Conduit System must meet all of the following physical design specifications:
- 3.4.1      Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's Conduit or Ducts.
- 3.4.2      The integrity of BellSouth's Conduit System and overall safety of BellSouth's personnel and other personnel working in BellSouth's Conduit System requires that "dielectric cable" be required when Licensee's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.
- 3.4.3      New construction splices in Licensee's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.
- 3.5        Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's Conduit to BellSouth's Conduit System:
- 3.5.1      Licensee will be permitted to connect its Conduit or Duct only at the point of a BellSouth Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Licensee Facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth Manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.2      BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's Facilities into BellSouth's Manholes and the placement of Licensee's Facilities in BellSouth's Manholes.
- 3.5.3      If Licensee constructs or utilizes a Duct connected to BellSouth's Manhole, the Duct and all connections between that Duct and BellSouth's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's Conduit System. If Licensee's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's Conduit System.



- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's Conduit Systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual Costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's Facilities) within BellSouth's Conduit System. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall permit any person to climb or work on or in any of BellSouth's Poles or to enter BellSouth's Manholes or work within BellSouth's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.
- 3.6.1 Licensee's Facilities within BellSouth's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's Facilities.
- 3.6.2 Rodding or clearing of Ducts in BellSouth's Conduit System shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of BellSouth's Conduit System.
- 3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.
- 3.6.5 All of Licensee's Facilities shall be firmly secured and supported in accordance with BellCore and industry standards.
- 3.6.6 Identification of Facilities in Conduit/Manholes. Licensee's Facilities shall be plainly identified with Licensee's name in each Manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own Facilities.

- 3.6.6.1 Identification of Pole Attachments. Licensee's Facilities attached to BellSouth Poles shall be plainly identified with Licensee's name firmly affixed at each Pole by a permanent tag that meet industry standards.
- 3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's Facilities within BellSouth's Conduit System shall be of a type approved by BellSouth or BellCore.
- 3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights of Way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's Poles or Conduit System if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.
- 3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's Manholes, in any other portion of BellSouth's Conduit System, or within 10 feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

- 3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.
- 3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's Conduit System (including any Manhole) during work operations performed within or in the vicinity of BellSouth's Conduit System.
- 3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's Manholes, in any other portions of BellSouth's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's Manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's Conduit System.
  - 3.7.1 BellSouth's Manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
  - 3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's Manholes.
  - 3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
  - 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's Conduit System in a safe and workmanlike manner.
  - 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's Conduit System if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.
- 3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:
  - 3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

- 3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;
- 3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and
- 3.8.4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's Poles or Conduit System to BellSouth.

- 3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a Conduit for which Licensee has applied for or holds a License, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

- 3.9.1 Licensee's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

- 3.9.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 3.9.4 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.
- 3.10 Compliance with Other Governmental Requirements. Licensee agrees that its Facilities attached to BellSouth's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.
- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's Facilities (including but not limited to splices and other Facilities connections) located within BellSouth's Conduit and Ducts or any attachment of Licensee's Facilities to BellSouth's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. BellSouth may, however, conduct such inspections and audits of its Poles and Conduit System as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Agreement; and (2) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent Facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

3.13 Efficient use of Conduit. BellSouth will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by BellSouth.

#### **4. ADDITIONAL LEGAL REQUIREMENTS**

4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- 4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.
- 4.2.1 Licensee shall not attach or place its Facilities to or in BellSouth's Poles, Conduit or Duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's Pre-License Survey work.
- 4.3 Lawful Purposes. All Facilities placed by Licensee in BellSouth's Conduit and Ducts or on BellSouth's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Licensee's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any Facilities occupying or attached to BellSouth's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

## **5. FACILITIES AND LICENSES**

- 5.1 Licenses Required. Before placing any Facilities in BellSouth's Conduits or Ducts or attaching any Facilities to BellSouth's Poles, Anchors or Anchor/Guy Strands, Licensee must first apply for and receive a written License from BellSouth.
- 5.2 Provision of Records and Information to Licensee. In order to obtain information regarding Facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth Poles, Conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those Facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place listed in Appendix II of this agreement.. The Costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total Costs are actual:

- 1) BellSouth employee Costs based on the time spent researching, reviewing and copying records
  - 2) Copying Costs
  - 3) Shipping Costs
- 5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right of Way. In providing such records and information, BellSouth assumes no liability to Licensee or any Third Party for errors/omissions contained therein.
- 5.4 Determination of Availability. BellSouth shall provide Pole, Conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the Facilities for which such information is desired. Licensee may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.
- 5.5 Assignment of Conduit, Duct and Pole Space. BellSouth shall not unreasonably deny or delay issuance of any License and, in any event, BellSouth shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.
- 5.5.1 No Make-Ready Work Required. If BellSouth determines that no Make-Ready Work is required, BellSouth shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 days after BellSouth receives Licensee's Application, which period shall exclude any time BellSouth is awaiting a response from Licensee.
- 5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by BellSouth, such available space shall remain in effect until make-ready costs are presented to Licensee and approval by Licensee pursuant to the time frames herein stated in 6.2. If Licensee approves BellSouth's make-ready costs, Licensee shall have twelve (12) months from the date of Application approval to install its Facilities.



If Licensee rejects BellSouth's costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Licensee elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Licensee shall install its Facilities within twelve (12) months from the date that Licensee informs BellSouth that Licensee will perform Make-Ready Work. In the event Licensee does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become available.

## **6. MAKE-READY WORK**

- 6.1 Work Performed by BellSouth. If performed by BellSouth, Make-Ready Work to accommodate Licensee's Facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.
  - 6.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.
- 6.2 All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth will begin Make-Ready Work required to accommodate Licensee after receipt of Licensee's make-ready payment.
- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish Make-Ready Work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by BellSouth.
- 6.4 Completion of Make-Ready Work. BellSouth will issue a License to Licensee at the time all Make-Ready Work necessary to Licensee's attachment or occupancy has been completed.

**7. APPLICATION FORM AND FEES**

7.1 Application Process. To apply for a License under this Attachment, Licensee shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Licensee desired route or engineered drawings are to be included). Licensee has the option of (1) requesting copies of BellSouth records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule as set forth below in Section 10. BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such applications

BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

7.1.1 Each Application for a License under this Section shall specify the proposed route of Licensee's Facilities and identify the Conduits and Ducts or Poles and Pole Facilities along the proposed route in which Licensee desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Licensee desires to attach to each Pole.

7.1.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Licensee will, at its option, perform its own Make-Ready Work.

Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable Sheath. Licensee's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Licensee's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing Facilities of a Third Party, Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing Facilities. If BellSouth determines that the requested Lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Licensee must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to BellSouth Poles.

- 7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Licenses and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

		Notices	Billing Address
<i>To Licensee as follows:</i>			
Contact			
Title			
Company			
Address			
Address			
City, State, and Zip Code			
Telephone			
Facsimile			
<i>with a copy to:</i>			
<i>and to Licensor as follows:</i>			
Contact		Arthur B. Williams	
Title		Manager	
Company		BellSouth Telecommunications, Inc.	
Address		North W3D2	
Address		3535 Colonnade Parkway	
City, State, and Zip Code		Birmingham, AL 35243	
Telephone		(205) 977-5068	
Facsimile		(205) 977-7997	

**8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)**

- 8.1 Licensee's Priorities. When Licensee has multiple Applications on file with BellSouth, Licensee shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.
- 8.2 Prelicense Survey. After Licensee has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Licensee's Facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of BellSouth's Conduit System or Facilities attached to BellSouth's Pole or placed within or connected to BellSouth's Conduit System. If Pre-License Survey is to be conducted by BellSouth, BellSouth will provide Licensee a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. BellSouth will submit to Licensee Costs to complete the Pre-License Survey; after receipt of Licensee's payment of Pre-License Survey Costs, BellSouth will schedule the survey. If Licensee gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at Licensee's expense.
- 8.2.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed attachments to BellSouth's Poles or occupancy of BellSouth's Conduit and Ducts will substantially interfere with use of BellSouth's Facilities by BellSouth and others with Facilities occupying, connected or attached to BellSouth's Pole or Conduit System; and to provide information to Licensee for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.
- 8.2.2 Based on information provided by BellSouth, Licensee shall determine whether BellSouth's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Licensee's needs.
- 8.2.3 BellSouth may not unreasonably refuse to continue to process an Application based on BellSouth's determination that Licensee's proposed use of BellSouth's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

- 8.3            Administrative Processing. The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other Licensed Facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

## **9.            ISSUANCE OF LICENSES**

- 9.1            Obligation to Issue Licenses. BellSouth shall issue a License to Licensee pursuant to this Article 5.1. BellSouth and Licensee acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such License and further subject to Licensee's right to terminate such License at any time for any reason upon at least thirty (30) days' prior written notice.
- 9.1.1        Issuance of Licenses When No Make-Ready Work is Required   Moved to 5.5.1.
- 9.2            Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their Facilities in BellSouth's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare BellSouth's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.
- 9.2.1        All Applications will be processed on a first-come, first-served basis.
- 9.3            Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for Make-Ready Work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed Make-Ready Work.

- 9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other Facilities located in or connected to BellSouth's Conduit System or attached to BellSouth's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Licensee's Facilities in or to BellSouth's structures.
- 9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform Make-Ready Work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any. All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. After receipt of payment, BellSouth will schedule the work for completion.
- 9.6 License. When Licensee's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified Facilities on BellSouth's Poles or in BellSouth's Conduit or Ducts.
- 9.6.1 Each License issued under this Section shall authorize Licensee to attach to BellSouth's Poles or place or maintain in BellSouth's Conduit or Ducts only those Facilities specifically described in the License, and no others.
- 9.6.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.
- 10. CONSTRUCTION OF LICENSEE'S FACILITIES**
- 10.1 Construction Schedule. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Licensee to attach Facilities to BellSouth's Poles or place Facilities in BellSouth's Conduit or Ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:
- 10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;
- 10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

- 10.1.3 The estimated dates when construction will begin and end; and
- 10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's Facilities in BellSouth's Conduit or Ducts.
- 10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places Facilities in BellSouth's Conduit System:
  - 10.2.1 Licensee shall give written notice of the type of Facilities which are to be placed; and
  - 10.2.2 BellSouth shall designate the particular Duct or Ducts or inner ducts (if Available) to be occupied by Licensee's Facilities, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the Conduit System. Licensee may not occupy a Duct other than the specified Duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.
- 10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any Facilities for Licensee or to attach Licensee's Facilities to, or place Licensee's Facilities in, BellSouth's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.
- 10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in BellSouth's Poles, Conduit or Ducts at Licensee's sole Cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Pole, in any part of BellSouth's Conduit System or in the vicinity of BellSouth's Poles or Conduit System.
- 10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.
  - 10.5.1 Licensee shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.



- 10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Agreement.
- 10.5.3 Licensee shall not permit any Person Acting on Licensee's Behalf to perform any work on BellSouth's Poles or within BellSouth's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.
- 10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.
- 10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Licensee's Facilities. When the Facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.
- 10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add Conduit ports to BellSouth Manholes when existing Conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.
- 10.9 Completion of Licensee Construction. For each Licensee attachment to or occupancy within BellSouth Facilities, Licensee will provide to BellSouth's single-point of contact (within 20 days of Licensee construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.
- 11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES**
- 11.1 Use of Licensee's Facilities. Each License granted under this Section authorizes Licensee to have access to Licensee's Facilities on or in BellSouth's Poles, Conduits and Ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

- 11.2 Routine Maintenance of Licensee's Facilities. Each License granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's Facilities located on or in BellSouth's Poles, Conduits, Ducts and ROW pursuant to such License. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's Conduit System.
- 11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Poles, within BellSouth's Conduit System or in the immediate vicinity of such Poles or Conduit System.
- 11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any Facilities which Licensee has attached or connected to, or placed in, BellSouth's Poles, Conduits, Ducts or any portion of BellSouth's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to attach Facilities to, or place Facilities in BellSouth's Poles, Conduits or Ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's Facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's Facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's Facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and Licenses issued hereunder.
- 11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's Facilities shall, while working on BellSouth's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

**12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES**

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a BellSouth Pole, Anchor or Anchor/Guy Strand or located in any BellSouth Conduit or Duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present License or requires a new or amended License.

12.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Licensee use additional space on BellSouth's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Licensee's Facilities on BellSouth's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Licensee's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

**13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER**

13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a License, Licensee determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Licensee's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing Facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the Make-Ready Work it believes necessary to enable the accommodation of Licensee's Facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, BellSouth shall endeavor to minimize its Costs to Licensee. If it is determined that such Make-Ready Work is required, BellSouth shall provide Licensee with the estimated Costs for Make-Ready Work and a Make Ready Due Date.

- 13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other Licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from BellSouth, BellSouth shall issue such Licenses in conjunction with the issuance of the applied-for License to Licensee.
- 13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized Application of another entity seeking access to BellSouth's Poles or Conduit Systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no Cost to Licensee, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 13.2.1 Licensee shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a Licensee customer.
- 13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual Costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement Costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

**14. EMERGENCY REPAIRS AND POLE REPLACEMENTS**

- 14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's Facilities.

**15. INSPECTION BY BELL SOUTH OF LICENSEE'S FACILITIES**

- 15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's Facilities attached to BellSouth's Poles, Anchors or Anchor/Guy Strands or occupying any BellSouth Conduit or Duct for the limited purpose of determining whether Licensee's Facilities are in compliance with the terms of this Section and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).
- 15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.
- 15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the Cost of inspections as delineated in 3.12.
- 15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's Facilities nor any failure to inspect such Facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

**16. NOTICE OF NONCOMPLIANCE**

- 16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute BellSouth's assertion that such Facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify BellSouth in writing when the Facilities have been brought into compliance.

- 16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's Facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its Facilities are in compliance.
- 16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the Facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the Facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's Facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's Facilities into compliance, the provisions of this Section shall apply.
- 16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.
- 16.4.2 If Licensee's Facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth Manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's Facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any Facilities affected.
- 16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the Facilities and take such steps as Licensee may deem necessary to insure that the Facilities meet Licensee's performance requirements.
- 16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

**17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELL SOUTH'S FACILITIES**

- 17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required Application, or BellSouth may at BellSouth's option remove Licensee's Facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on BellSouth's Poles or in BellSouth's Conduit System, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.
- 17.1.1 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.
- 17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the Pole attachment or Conduit Occupancy. See Appendix I for applicable annual rental fees.
- 17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

**18. REMOVAL OF LICENSEE'S FACILITIES**

- 18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's Poles within thirty (30) days after termination of the License covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.
- 18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) days after:
- 18.2.1 Termination of the License covering such Conduit Occupancy; or
- 18.2.2 The date Licensee replaces its existing Facilities in one Duct with substitute Facilities in another Duct.
- 18.2.3 If Licensee fails to remove its Facilities within the specified period, BellSouth shall have the right to remove such Facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of BellSouth.
- 18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of Licensee's Facilities are physically removed from BellSouth's Poles or Conduit System.

**19. FEES, CHARGES, AND BILLING**

- 19.1 License Charges. Licensee agrees to pay charges in Attachment 1 of this Agreement. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.



- 19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

**20. ADVANCE PAYMENT AND IMPUTATION**

- 20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.
- 20.1.1 Charges associated with newly Licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.
- 20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's Facilities.
- 20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.
- 20.2 Imputation. BellSouth shall impute to its Costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

**21. ASSURANCE OF PAYMENT**

- 21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

## **22. INSURANCE**

- 22.1 Licensee shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this Agreement, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, Costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement.
- 22.2 Licensee shall maintain the following amounts of insurance in compliance with (22.1) above:
  - 22.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
  - 22.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.
  - 22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than \$1,000,000 per occurrence and in the aggregate.
  - 22.2.4 Licensee shall name BellSouth as an additional insured on the general liability policy with respects to the terms and conditions of this agreement
- 22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor.
- 22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Agreement.
- 22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

- 22.6 If the Licensee's net worth exceeds five hundred million dollars (\$500,000,000), Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall provide audited financial statements, interim financials, business history, etc., as per Appendix III to Licenser immediately after receipt of initial agreement information. Licenser shall then review such audited financial statements and respond in writing to Licensee, no later than thirty (30) business days after receipt of the above information, in the event that self-insurance status is not granted to Licensee. If Licenser approves Licensee for self-insurance, Licensee shall annually furnish to Licenser, and keep current, evidence of such net worth that is attested to by one of Licensee's corporate officers. The ability to self-insure shall continue so long as the Licensee meets all of the requirements of 22.6. If the Licensee subsequently no longer satisfies the requirements of 22.6, Licensee is required to purchase insurance as indicated in 22.2.1 and 22.2.2. This agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.
- 22.7 The net worth requirements set forth in 22.6 may be increased by Licenser from time to time during the term of this Agreement upon thirty (30) days notice to Licensee to at least such minimum limits as shall then be customary with respect to attachment to a Pole and/or Anchor, or occupancy of a Conduit System.

## **23. INDEMNIFICATION**

- 23.1 Licenser shall exercise precaution to avoid damaging the communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licenser agrees to reimburse the Licensee for all reasonable Costs incurred by the Licensee for the physical repair of such Facilities damaged by the negligence of Licenser, its employees, agents, contractors, subcontractors or invitees. However, Licenser shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Communications Facilities, or for any special, indirect, or consequential damages arising in any manner, including Licenser's negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or Licenser's actions or omissions in regard thereto and Licensee shall indemnify and save harmless Licenser from and against any and all claims, demands, causes of action, Costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.
- 23.2 Licensee shall exercise precaution to avoid damaging the Facilities of Licenser and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employees, agents or contractors. Licensee agrees to reimburse the Licenser for all reasonable Costs incurred by the Licenser for the physical repair of such Facilities damaged by the negligence of Licensee.

- 23.3 Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by the Licensor, the Licensor's other Licensees and Joint User(s) as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the Cost of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of right-of-way or property owner consents and/or the Cost of defending those rights and/or consents.
- 23.4 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of Licensee's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the Licensee's employees, agents or contractors in the vicinity of the Licensor's Pole(s), Anchor(s), Guy(s), or Conduit System.
- 23.5 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees, and agents, Licensor's other Licensees, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of Licensee's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of Licensee's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 23.6 Licensee shall promptly advise the Licensor of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities. Licensee shall promptly notify Licensor in writing of any suits or causes of action which may involve Licensor and, upon the request of Licensor, copies of all relevant accident reports and statements made to Licensee's insurer by Licensee or others shall be furnished promptly to Licensor.

**24. AUTHORIZATION NOT EXCLUSIVE**

24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Agreement and Licensee's rights hereunder.

**25. ASSIGNMENT OF RIGHTS**

25.1 Licensee shall not assign or transfer this Agreement or any license or any authorization granted under this Agreement, and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of BellSouth. BellSouth shall not unreasonably withhold such consent.

25.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

**26. FAILURE TO ENFORCE**

26.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

**27. TERM OF AGREEMENT**

27.1 Unless sooner terminated as herein provided, this Agreement shall continue in effect for a term of one (1) year from the date hereof and thereafter from year to year until either party hereto terminates this Agreement by giving the other party at least ninety (90) days prior written notice thereof. Such ninety (90) days notice of termination may be given to take effect at the end of the original one (1) year period or any time thereafter.

27.2 Termination of this Agreement or any Licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

**28. BELLSOUTH'S INFORMATION**

- 28.1 Scope of BellSouth's Information. Licensee acknowledges that Licensee may acquire information and material that is BellSouth's confidential, proprietary or trade secret information. As used herein, "BellSouth's Information" includes, but is not limited to, all information and documents disclosed by BellSouth, whether written or oral, in the course of this Agreement or in contemplation hereof including, without limitation, all specifications, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information, research and development, production and engineering processes, costs, profit and margin information, BellSouth lists, marketing, production and future business plans.
- 28.2 Use of BellSouth's Information. Licensee agrees to take all steps reasonably necessary to hold in trust and confidence BellSouth's Information. Licensee hereby agrees to hold BellSouth's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. Licensee will limit the disclosure of BellSouth's Information to employees with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. Licensee's obligations set forth herein shall remain in effect for two (2) years from the receipt of BellSouth's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for BellSouth's Information considered or deemed to be a trade secret under applicable law.
- 28.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by Licensee from BellSouth will be considered to be BellSouth's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by Licensee from a Third Party without confidential limitations; (iii) it has been independently developed by Licensee by personnel having no access to BellSouth's Information; (iv) it was known by Licensee prior to its first receipt from BellSouth; (v) it is hereafter disclosed by BellSouth without restriction on further disclosure; or (vi) it is disclosed pursuant to a court order, subpoena or by operation of law, provided Licensee has given BellSouth prior advance written notice in order that BellSouth may attempt to obtain a protective order limiting disclosure and use of the information disclosed.
- 28.4 Agreement. Licensee hereby agrees that every individual person including but not limited to employees, subcontractors, agents, representatives and other third parties who perform under this Agreement shall execute the appropriate documents to undertake obligations of confidentiality consistent with the terms set forth herein. Licensee hereby agrees to provide evidence of such duly executed documents to BellSouth upon request.

**29. LICENSEE'S INFORMATION**

29.1 Scope of Licensee's Information. BellSouth acknowledges that Licensee may need to provide BellSouth with certain information and material that is the Licensee's confidential, proprietary or trade secret information. As used herein, "Licensee's Information" may include information and documents disclosed by the Licensee in the course of this Agreement such as by way of example, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information. All Licensee's Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend. Licensee's information conveyed orally shall be designated as proprietary at the time of disclosure and shall be reduced to writing within ten (10) business days.

29.2 Use of Licensee's Information. BellSouth agrees to take all steps reasonably necessary to hold in trust and confidence Licensee's Information. BellSouth hereby agrees to hold such Licensee's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. BellSouth will limit the disclosure of Licensee's Information to employees, consultants, agents, contractors, affiliated companies and representatives with a need to know who will not be considered as "third parties" and who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. BellSouth's obligations set forth herein shall remain in effect for two (2) years from the receipt of Licensee's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for Licensee's Information considered or deemed to be a trade secret under applicable law.

29.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by BellSouth from Licensee will be considered to be Licensee's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by BellSouth from a Third Party without confidential limitations; (iii) it has been independently developed by BellSouth by personnel having no access to such Licensee's Information; (iv) it was known by BellSouth prior to its first receipt from Licensee; (v) it is hereafter disclosed by Licensee without restriction on further disclosure; or (vi) it is disclosed to any governmental agency or court of competent jurisdiction by written order, subpoena or decree, or by operation of law, provided BellSouth has given prior notice to Licensee in order that Licensee may attempt to obtain a protective order limiting disclosure and use of the information disclosed.

**30. SUPERSEDURE OF PREVIOUS AGREEMENT(S)**

30.1 This Agreement supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective Licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year written below.

**BellSouth Telecommunications, Inc.**

*Name of Licensee*

*Name of Licenser*

**By:**

**By:**

*Signature*

*Signature*

*Printed Name*

*Printed Name*

*Printed Title*

*Printed Title*

*Date*

*Date*

K. W. Marlin

Ntwk V P NP& Supp



**APPENDIX I**  
**2000 FCC Formula Supported Fees**  
**for attachments and/or occupancy effective 1/1/2000**  
**(Re-calculated annually)**

*Licensee shall pay to Licensor the following fees:*

State	Poles (ea. / yr.)	Anchors (ea. / yr.)	Conduit	
				(\$ / ft. / yr.)
Alabama	\$ 3.35	\$ 4.89		\$ 0.23
Kentucky ①				0.70
2-user	9.45	\$ 12.90		
3-user	5.35	8.60		
Louisiana	6.90 ②			0.44
Mississippi	4.30			2.50 ③
Tennessee ④	4.57			0.30
Florida	3.74			0.36
		Miami River crossing		17.13
Georgia ⑤	4.69			0.35
North Carolina	3.55			0.35
South Carolina	2.93			0.30

- ① All rates in Kentucky are by tariff
- ② March 12, 1999 order placed a freeze on existing, approved rate until December 31, 2002. Therefore, \$6.90 rate remains in effect.
- ③ Tariff rate in Mississippi
- ④ Tennessee rates are negotiated with CATV Association; Conduit rates were established in 1998 and fixed indefinitely
- ⑤ FCC formula calculated rates; differs from Docket 7061-U

Conduit rates have been developed using the one-half (1/2) Duct convention for 2000. This rate will apply to each passageway (innerduct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

**Pole Attachment Transfer Rate**

Per Pole (throughout BellSouth region)

**\$41.00**

## **Appendix II**

### **Records Maintenance Centers**

For **Alabama** plant and Right of Way records:

Records Maintenance Center  
S04  
1876 Data Drive  
Birmingham, AL 35244

For **Kentucky** plant and Right of Way records:

Records Maintenance Center  
Room 2-SW  
601 W. Chestnut Street  
Louisville, KY 40203

For **Louisiana** plant and Right of Way records:

Records Maintenance Center  
2nd Floor North  
6767 Bundy Road  
New Orleans, LA 70140

For **Mississippi** plant and Right of Way records:

Records Maintenance Center  
5723 Hwy. 18 S  
Jackson, MS 39209

For **Tennessee** plant and Right of Way records:

Records Maintenance Center  
Room 9 B 15  
333 Commerce Street  
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina:**

#### Plant Records

Records Maintenance Center  
5228 Central Avenue  
Charlotte, NC 28212

#### Right of Way Records

Regional Landbase Admin. Center  
Attn.: Right of Way Records  
16 GG 1 BST  
301 W. Bay Street  
Jacksonville, FL 32201

**Appendix III**  
**Request to Self-Insure**  
**Information Sheet**

Per 22.6, Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall complete the table below and provide this information to Licensor. Licensor shall then review such audited financial statements and inform Licensee (in writing), no later than thirty (30) business days after receipt of the above information, regarding Licensee's request to self-insure.

**The agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.**

<b>Company Name:</b>	
<b>Audited Financials</b> (3 years required): <i>(Attach all information as required)</i>	
<b>Interim Financials</b> (most current 6 months): <i>(Attach all information as required)</i>	
<b>Years in Business</b> (number of years):	
<b>Number of years current management has been in place:</b>	
<b>Parent Company:</b>	
<b>Dunn &amp; Bradstreet Number:</b>	

Complete all information requested above and provide with all additional attachments to:

**BellSouth Telecommunications, Inc.**  
**Attention: Self-Insure Request**  
**North W3D2**  
**3535 Colonnade Parkway**  
**Birmingham, AL 35243**

## **Attachment - E**

RAO Hosting and ICS Agreement

SECTION 1. SCOPE OF AGREEMENT

- 1.1 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and Inter-Company Settlements (ICS) as provided by BellSouth to (THE ALEC). The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.1 A. Centralized Message Distribution System is the Telcordia administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMI) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to (THE ALEC) or from (THE ALEC) to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Interface is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia's Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Intercompany Settlement System (NICS) is the Telcordia system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

- G. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

### SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 RAO Hosting, CATS and NICS services provided to (THE ALEC) by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 (THE ALEC) shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

### SECTION 4. COMPENSATION ARRANGEMENTS

- 4.1 Applicable compensation amounts will be billed by BellSouth to (THE ALEC) on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

### SECTION 5. ASSOCIATED EXHIBITS

- 5.1 Listed below are the exhibits associated with this Agreement.

Exhibit A      Message Distribution Service (RAO Hosting)

Exhibit B      Intercompany Settlements (CATS and NICS)

- 5.2 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

SECTION 6. TERM OF AGREEMENT

6.1 This agreement is effective \_\_\_\_\_ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

WITNESS: (THE ALEC)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(title)

WITNESS: BELLSOUTH TELECOMMUNICATIONS, INC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(title)

## Exhibit A

## SECTION 1. SCOPE OF EXHIBIT

- 1.1 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to (THE ALEC). As described herein, message distribution service includes the following:
- 1) Message Forwarding to Intraregion LEC/ALEC - function of receiving a (THE ALEC) message and forwarding the message to another LEC/ALEC in the BellSouth region.
  - 2) Message Forwarding to CMDS - function of receiving a (THE ALEC) message and forwarding that message on to CMDS.
  - 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to (THE ALEC).

## SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 An ALEC that is CMDS hosted by BellSouth must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from (THE ALEC) to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required Telcordia functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia, on behalf of (THE ALEC) and will coordinate all associated conversion activities.
- 2.2 BellSouth will receive messages from (THE ALEC) that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.3 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from (THE ALEC).
- 2.4 All data received from (THE ALEC) that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.



- 2.5 All data received from (THE ALEC) that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia).
- 2.6 BellSouth will receive messages from the CMDS network that are destined to be processed by (THE ALEC) and will forward them to (THE ALEC) on a daily basis.
- 2.7 Transmission of message data between BellSouth and (THE ALEC) will be via electronic data transmission.
- 2.8 All messages and related data exchanged between BellSouth and (THE ALEC) will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 2.9 (THE ALEC) will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for (THE ALEC) to send data to BellSouth more than sixty (60) days past the message date(s), (THE ALEC) will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and (THE ALEC) to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or (THE ALEC)) identified and agreed to, the company responsible for creating the data (BellSouth or (THE ALEC)) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMI format edits performed by BellSouth on data received from (THE ALEC), the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify (THE ALEC) of the error condition. (THE ALEC) will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, (THE ALEC) will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide (THE ALEC) with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

### SECTION 3. COMPENSATION

- 3.1 For message distribution service provided by BellSouth for (THE ALEC), BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.2 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
------------------	---------

- 3.3 Data circuits (private line or dial-up) will be required between BellSouth and (THE ALEC) for the purpose of data transmission. Where a dedicated line is required, (THE ALEC) will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. (THE ALEC) will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to (THE ALEC). Additionally, all message toll charges associated with the use of the dial circuit by (THE ALEC) will be the responsibility of (THE ALEC). Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.4 All equipment, including modems and software, that is required on the (THE ALEC) end for the purpose of data transmission will be the responsibility of (THE ALEC).

## Exhibit B

## SECTION 1. SCOPE OF EXHIBIT

- 1.1 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and (THE ALEC) will compensate each other for Intercompany Settlements (ICS) messages. It includes the settlement of revenues associated with traffic originated from or billed by (THE ALEC) as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included in this Agreement. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between (THE ALEC) and the involved company(ies).
- 1.2 Both traffic that originates outside the BellSouth region by (THE ALEC) and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by (THE ALEC), is covered by this Agreement.
- 1.3 Once (THE ALEC) is operating within the BellSouth territory, both BellSouth and (THE ALEC) agree that revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia's, its successor or assign, NICS system.

## SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia, its successor or assign, on behalf of (THE ALEC). BellSouth will distribute copies of these reports to (THE ALEC) on a monthly basis.

## SECTION 3. COMPENSATION

- 3.1 BellSouth will collect the revenue earned by (THE ALEC) from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of (THE ALEC). BellSouth will remit the revenue billed by (THE ALEC) to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on (THE ALEC). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to (THE ALEC) via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and (THE ALEC) agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

## **Attachment - F**

**1.0 Line Information Database (LIDB):**

BellSouth will store in its LIDB only records relating to service in the BellSouth region.

**1.1 Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

**1.2 Technical Requirements:**

1.2.1 BellSouth also will offer to CLEC any additional capabilities that are developed for LIBD during the life of this Agreement.

1.2.2 BellSouth shall process CLEC's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to CLEC what additional functions (if any) are performed by LIDB in the BellSouth network.

1.2.3 Within two (2) weeks after a request by CLEC, BellSouth shall provide CLEC with a list of the customer data items which CLEC would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

1.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

1.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

- 1.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 1.2.7 All additions, updates and deletions of CLEC data to the LIDB shall be solely at the direction of CLEC. Such direction from CLEC will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 1.2.8 BellSouth shall provide priority updates to LIDB for CLEC data upon CLEC's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 1.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of CLEC customer records will be missing from LIDB, as measured by CLEC audits. BellSouth will audit CLEC records in LIDB against DBAS to identify record mis-matches and provide this data to a designated CLEC contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to CLEC within one business day of audit. Once reconciled records are received back from CLEC, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact CLEC to negotiate a time frame for the updates, not to exceed three business days.
- 1.2.10 BellSouth shall perform backup and recovery of all of CLEC's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 1.2.11 BellSouth shall provide CLEC with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between CLEC and BellSouth.
- 1.2.12 BellSouth shall prevent any access to or use of CLEC data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by CLEC in writing.
- 1.2.13.1 BellSouth shall provide CLEC performance of the LIDB Data Screening function, which allows a LIDB to completely or partially

deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by CLEC at least at parity with BellSouth Customer Data. BellSouth shall obtain from CLEC the screening information associated with LIDB Data Screening of CLEC data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to CLEC under the Bona Fide Request process.

- 1.2.14 BellSouth shall accept queries to LIDB associated with CLEC customer records, and shall return responses in accordance with industry standards.
- 1.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 1.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

### 1.3 **Interface Requirements**

- 1.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 1.3.2 The interface to LIDB shall be in accordance with the technical references contained herein.
- 1.3.3 The CCS interface to LIDB shall be the standard interface described herein.
- 1.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical references herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

**LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Agreement, effective as of \_\_\_\_\_, 20\_\_,  
is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia  
corporation, and \_\_\_\_\_ ("Local Exchange  
Company"), a \_\_\_\_\_ corporation and their fully authorized  
officers.

WHEREAS, in consideration of the mutual covenants, agreements and  
obligations set forth below, the parties hereby agree as follows:

**I. SCOPE**

A. This Agreement sets forth the terms and conditions pursuant to which BST  
agrees to store in its LIDB certain information at the request of the Local Exchange  
Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier  
shall have access to such information. Local Exchange Carrier understands that BST  
provides access to information in its LIDB to various telecommunications service  
providers pursuant to applicable tariffs and agrees that information stored at the request  
of Local Exchange Carrier, pursuant to this Agreement, shall be available to those  
telecommunications service providers. The terms and conditions contained in the  
attached Addendum No. 1 are hereby made a part of this Agreement as if fully  
incorporated herein.



B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24 hours per day, Fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the CLEC of fraud alerts so that the CLEC may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does

implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

## **II. TERM**

This Agreement will be effective as of \_\_\_\_\_, 20 \_\_\_\_, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

### **III. FEES FOR SERVICE AND TAXES**

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

### **IV. INDEMNIFICATION**

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly,

in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

#### **V. LIMITATION OF LIABILITY**

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

#### **VI. MISCELLANEOUS**

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement

wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this

Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

THE LOCAL EXCHANGE COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

*(Resale)*

**ADDENDUM NO. 1  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated \_\_\_\_\_, 20\_\_, between BellSouth Telecommunications, Inc. ("BST"), and \_\_\_\_\_ ("Local Exchange Company"), effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**I. GENERAL**

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

### **III. RESPONSIBILITIES OF PARTIES**

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to



order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

#### IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE LOCAL EXCHANGE COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Facilities Based)*

**ADDENDUM NO. 2  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated \_\_\_\_\_, 20\_\_, between BellSouth Telecommunications, Inc. ("BST"), and

\_\_\_\_\_  
("Local Exchange Company"), effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**I. GENERAL**

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

### **III. RESPONSIBILITIES OF PARTIES**

- A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.
- B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that

BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

**IV. COMPLIANCE**

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

THE LOCAL EXCHANGE COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Attachment - G**

## Conversion from INP to PNP.

Once a long-term database method of providing Local Number Portability (PNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using interim number portability (INP). The official notice advising an end office is now PNP compatible will be as posted in the LERG 45 days in advance of the ready to port date of that office. Advance notice of PNP implementation for all BellSouth end offices is also posted on the Interconnection web site. The LERG posting for PNP eligibility date will begin the transition from INP to PNP for all INP services.. The transition from existing INP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates on or after the PNP implementation date will be returned to the requesting Party for subsequent submission as PNP. Neither Party shall charge the other Party for conversion from INP to PNP. The Parties shall comply with any INP/PNP transition processes established by the FCC and State Commissions and appropriate industry number portability work groups. BellSouth and CLEC will work cooperatively in the submission of transition orders to ensure that end user outage during the conversion is minimal. Ordering guidelines for PNP can be found on the web and are contained in the

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to PNP or other related issues.

### 1.2 Conversion Policy

#### 1.3 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

- Conversion of INP numbers to PNP is handled as a project and as such will be coordinated by a BellSouth project manager to ensure timely conversion of all INP to PNP accounts.
- All INP numbers in PNP capable switches will be converted to PNP within 120 days after the office is PNP capable.
- BellSouth will continue to offer INP until the completion date of PNP for the wire center.



### 1.2.1 Conversion Schedule

The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

#### Specific Conversion activities

The BellSouth Account Team contacts each CLEC with INP accounts to negotiate a conversion schedule.

During the 120 day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert INP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

If changes are to be made to the INP account, the LSR should follow the normal process flow for ordering instead of the INP to PNP conversion plan.

#### FOC

During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted electronically, the FOC will be sent back to the CLEC an electronic FOC.

### 1.3 Routing of Calls to the LRN

Trigger orders are not used for INP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

#### Permanent Number Solution

- 2.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number

portability and BellSouth is working to implement Local Number Portability ("PNP"). Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, interim Service Provider Number Portability ("SPNP") is available pursuant to this attachment.

2.2 BellSouth and CLEC will adhere to the process flows and cutover guidelines outlined in "The Local Number Portability Ordering Guide for CLECs, which may be found on the web at <http://www.interconnection.bellsouth.com/guides/guides.html>.

2.2.1 BellSouth and CLEC will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

2.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable, which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

2.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

2.2.4 BellSouth will provide ordering support for CLEC's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by CLEC outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by the Number Portability Administration Center (NPAC) 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

2.2.5 Performance Measurements for BellSouth providing PNP are located in Attachment 11 to this Agreement, incorporated herein by this reference.

- 2.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.
- 2.4 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.
- 2.5 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to CLEC where CLEC is a subscriber to local switching or where CLEC is a reseller of BellSouth telecommunications services. This charge will not be discounted.

## **Attachment - H**

**Wholesale Discount**

The following percentage discounts apply to BellSouth retail services as set out in Section XIV of this Statement.

Residential Services	16.0%
Business Services	16.0%

If the CLEC provides its own operator services and directory services, the discount shall be 21.56%. The CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

# **Attachment - I**

**Physical Collocation**

**Master Agreement**

**BELLSOUTH  
PHYSICAL COLLOCATION  
MASTER AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and \_\_\_\_\_, ("CLEC-1") a (corporation) organized and existing under the laws of \_\_\_\_\_;

**W I T N E S S E T H**

WHEREAS, CLEC-1 is a telecommunications carrier and wishes to occupy BellSouth Central Office Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which CLEC-1 desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to CLEC-1 within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Scope of Agreement**

- 1.1 Scope of Agreement. The terms and conditions contained within this Agreement and the rates in Attachment A to the SGAT shall only apply when CLEC-1 is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Agreement. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Agreement is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement.
- 1.2 Right to Occupy. BellSouth shall offer to CLEC-1 collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the terms and conditions of this Agreement and the rates contained in Attachment A to the SGAT where space is available and it is technically feasible, BellSouth will allow CLEC-1 to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by



CLEC-1 and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.

1.2.1.1 In Tennessee the size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within a two-year period.

1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. CLEC-1 will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 Use of Space. CLEC-1 shall use the Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

1.5 Rates and Charges. CLEC-1 agrees to pay the rates and charges identified in Attachment A to the SGAT.

1.6 Due Dates. If any due date contained in this Agreement falls on a weekend or National holiday, then the due date will be the next business day thereafter.

1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

## **2. Space Availability Report**

2.1 Space Availability Report. Upon request from CLEC-1, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

- 2.1.1 The request from CLEC-1 for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.

### **3. Collocation Options**

- 3.1 Cageless. BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where CLEC-1's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, CLEC-1 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.1.1 At CLEC-1's expense, CLEC-1 may arrange with a contractor certified by BellSouth ("Certified Contractor") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, CLEC-1 and CLEC-1's Certified Contractor must comply with the more stringent local building code requirements. CLEC-1's Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with CLEC-1 and provide, at CLEC-1's expense, the documentation, including architectural drawings, necessary for CLEC-1 to obtain the zoning, permits and/or other licenses. CLEC-1's Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the CLEC-1's Certified Contractor. CLEC-1 must provide the local BellSouth building contact with two Access Keys used to enter the

locked enclosure. Except in case of emergency, BellSouth will not access CLEC-1's locked enclosure prior to notifying CLEC-1. Upon request, BellSouth shall construct the enclosure for CLEC-1.

- 3.1.2 BellSouth may elect to review CLEC-1's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. CLEC-1 shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews CLEC-1's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review CLEC-1's plans and specifications prior to construction, CLEC-1 will be entitled to request BellSouth to review; and in the event CLEC-1 does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require CLEC-1 to remove or correct within seven (7) calendar days at CLEC-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.2 Shared (Subleased) Caged Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's caged collocation arrangement pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. CLEC-1 shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by CLEC-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Agreement between BellSouth and CLEC-1.

- 3.2.1 CLEC-1, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within Attachment A to the SGAT and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. BellSouth shall provide CLEC-1 with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In Tennessee, and in addition to the foregoing, CLEC-1 shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest

application shall require the assessment of a Subsequent Application Fee, as set forth in Attachment A to the SGAT, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

- 3.2.2 CLEC-1 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLEC-1's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.3 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement and the rates set forth in Attachment A to the SGAT.
- 3.3.1 Should CLEC-1 elect such option, CLEC-1 must arrange with a Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLEC-1 and CLEC-1's Certified Contractor must comply with the more stringent local building code requirements. CLEC-1's Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by CLEC-1's Certified Contractor. CLEC-1 must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLEC-1's locked enclosure prior to notifying CLEC-1.
- 3.3.2 CLEC-1 must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review CLEC-1's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews CLEC-1's plans and

specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review CLEC-1's plans and specifications prior to construction, CLEC-1 will be entitled to request BellSouth to review; and in the event CLEC-1 does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require CLEC-1 to remove or correct within seven (7) calendar days at CLEC-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

- 3.3.3 CLEC-1 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At CLEC-1's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. CLEC-1's Certified Contractor shall be responsible, at CLEC-1's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.3.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

#### **4. Occupancy**

- 4.1 Occupancy. BellSouth will notify CLEC-1 in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). CLEC-1 must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, CLEC-1's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, CLEC-1 may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate CLEC-1's right to occupy the Collocation Space in the event CLEC-1 fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1's Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1, and if applicable CLEC-1's Guest, has fully vacated the Collocation Space. Should CLEC-1 or CLEC-1's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 or CLEC-1's Guest at CLEC-1's expense and with no liability for damage or injury to CLEC-1 or CLEC-1's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of CLEC-1's right to occupy Collocation Space, CLEC-1 shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by CLEC-1 except for ordinary wear and tear, unless otherwise agreed to by the Parties. CLEC-1 or CLEC-1's BellSouth Certified Vendor shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA records. CLEC-1 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, etc.), at the termination of occupancy and restoring the grounds to their original condition.

## **5. Use of Collocation Space**

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on CLEC-1's failure to comply with this section.
- 5.1.2 CLEC-1 shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the

transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that CLEC-1 submits an application for terminations that exceed the total capacity of the collocated equipment, CLEC-1 will be informed of the discrepancy and will be required to submit a revision to the application.

5.2 CLEC-1 shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.

5.2.1 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment necessary to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.

5.3 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. CLEC-1 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. CLEC-1 will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to CLEC-1's equipment in the Collocation Space. In the event CLEC-1 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. CLEC-1 is responsible for maintenance of the entrance facilities. At CLEC-1's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

5.3.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Agreement, BellSouth shall provide CLEC-1 with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved

for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to CLEC-1's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

- 5.3.2 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLEC-1's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. CLEC-1 must arrange with BellSouth for BellSouth to splice the CLEC-1 provided riser cable to the spare capacity on the entrance facility. The rates set forth in Attachment A to the SGAT will apply.
- 5.4 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLEC-1's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Consistent with Tennessee Regulatory Authority Orders, the demarcation point shall be a CLEC-1 provided Point of Termination Bay (POT Bay) in a common area within the Premises. CLEC-1 shall be responsible for providing, and a supplier certified by BellSouth ("CLEC-1's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between CLEC-1's collocation space and the demarcation point. CLEC-1 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.4.1 BellSouth, in accordance with applicable FCC Rules, may not require the use of an intermediary interconnection device (e.g. POT Bay) as the demarcation point. Therefore, upon request from CLEC-1, BellSouth will negotiate rates, terms and conditions for establishing the demarcation point at a either a BellSouth conventional distribution frame, DSX panel or LGX panel.
- 5.5 CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Agreement, CLEC-1's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1 which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. CLEC-1 and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.



- 5.6 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to CLEC-1 at least 48 hours before access to the Collocation Space is required. CLEC-1 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CLEC-1 will not bear any of the expense associated with this work.
- 5.7 Access. Pursuant to Section 12, CLEC-1 shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of CLEC-1 or CLEC-1's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by CLEC-1 and returned to BellSouth Access Management within 15 calendar days of CLEC-1's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.
- 5.7.1 BellSouth will permit one accompanied site visit to CLEC-1's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to CLEC-1. CLEC-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date CLEC-1 desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, CLEC-1 may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event CLEC-1 desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit CLEC-1 to access the Collocation Space accompanied by a security escort at CLEC-1's expense. CLEC-1 must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.8 Lost or Stolen Access Keys. CLEC-1 shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access

Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying or deactivating the card.

- 5.9 Interference or Impairment. Notwithstanding any other provisions of this Agreement, CLEC-1 shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.9.1 Except in the case of the deployment of an advanced services which significantly degrades the performance of other advanced services or traditional voice band services, if CLEC-1 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLEC-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC-1 prior to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.9.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and CLEC-1 fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC-1 or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services,

CLEC-1 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.10 Personalty and its Removal. Facilities and equipment placed by CLEC-1 in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by CLEC-1 at any time. Any damage caused to the Collocation Space by CLEC-1's employees, agents or representatives during the removal of such property shall be promptly repaired by CLEC-1 at its expense.

5.11 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC-1. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.

5.12 Janitorial Service. CLEC-1 shall be responsible for the general upkeep of the Collocation Space. CLEC-1 shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

## 6. Ordering and Preparation of Collocation Space

6.1 Intentionally left blank.

6.2 Initial Application. For CLEC-1 or CLEC-1's Guest(s) initial equipment placement, CLEC-1 shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. A Planning Fee will apply.

6.3 Subsequent Application. In the event CLEC-1 or CLEC-1's Guest(s) desires to modify the use of the Collocation Space, CLEC-1 shall complete an Application detailing all information regarding the modification to the

Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC-1 in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Planning Fee will be required. The fee for an Application where the modification requires assessment on behalf of BellSouth shall be the Planning Fee. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.4 Space Availability Notification.

6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by CLEC-1, or differently configured, CLEC-1 must resubmit its Application to reflect the actual space available.

6.4.2 Denial of Application. If BellSouth notifies CLEC-1 that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying CLEC-1 that BellSouth has no available space in the requested Premises, BellSouth will allow CLEC-1, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.5 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit CLEC-1 to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.6 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting

list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

- 6.6.1 When space becomes available, CLEC-1 must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If CLEC-1 has originally requested caged collocation space and cageless collocation space becomes available, CLEC-1 may refuse such space and notify BellSouth in writing within that time that CLEC-1 wants to maintain its place on the waiting list without accepting such space. CLEC-1 may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If CLEC-1 does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.
- 6.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of Space being exhausted. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.8 Application Response.
- 6.8.1 BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.9 Application Modifications.

- 6.9.1 If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge CLEC-1 a Planning Fee.
- 6.10 Bona Fide Firm Order.
- 6.10.1 CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to CLEC-1's Bona Fide Application or the Application will expire.
- 6.10.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLEC-1's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

**7. Construction and Provisioning**

- 7.1 In Tennessee, BellSouth will complete construction for caged collocation arrangements within ninety (90) days from the receipt of a Bona Fide Firm Order. For cageless collocation arrangements, BellSouth will provision collocation arrangements within thirty (30) calendar days from receipt of a Bona Fide Firm Order when conditioned space is available and CLEC-1 installs its own racks/bays. In no event will the provisioning interval for cageless collocation exceed ninety (90) calendar days from the receipt of a Bona Fide Firm Order.
- 7.2 Joint Planning. Joint planning between BellSouth and CLEC-1 will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to CLEC-1 during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

- 7.4 Acceptance Walk Through. CLEC-1 will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying CLEC-1 that the collocation space is ready for occupancy. In the event that CLEC-1 fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by CLEC-1. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. CLEC-1 and CLEC-1's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, CLEC-1 must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC-1's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and CLEC-1 upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying CLEC-1 or any supplier proposed by CLEC-1. All work performed by or for CLEC-1 shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC-1's Collocation Space. Upon request, BellSouth will provide CLEC-1 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC-1. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, CLEC-1 may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when

additional space for physical collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to CLEC-1 within 180 calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) CLEC-1 was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then CLEC-1 may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. CLEC-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.7.1 Notwithstanding the foregoing, BellSouth will authorize the conversion of a virtual collocation arrangement to a physical collocation arrangement in place when 1) there is no change in the amount of equipment or the configuration of the equipment that is in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of the conversion to be located in space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement, and; 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements.
- 7.7.1.1 If the above conditions are met, then BellSouth shall complete the conversion within thirty (30) calendar days and charge CLEC-1 an interim application fee not to exceed \$1000.
- 7.8 Cancellation. If, at anytime prior to space acceptance, CLEC-1 cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. CLEC-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.



**8. Rates and Charges**

- 8.1 BellSouth shall assess a Planning Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Planning Fee will be due as dictated by CLEC-1's current billing cycle and is non-refundable.
- 8.2 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or the day CLEC-1 occupies the collocation space, whichever occurs first.
- 8.3 Cross Connect Rates – Cross connect rates shall be as set forth in Attachment A.
- 8.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for CLEC-1's Collocation Space.
- 8.4.1 Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to CLEC-1's equipment or space enclosure. CLEC-1 shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within CLEC-1's arrangement and terminations of cable within the collocation space.
- 8.4.2 Non recurring charges for –48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and CLEC-1's arrangement area.
- 8.5 Other. If no rate is identified in Attachment A to the SGAT, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Agreement shall be due thirty (30) calendar days after receipt of the bill (payment due date). CLEC-1 will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

**9. Insurance**

- 9.1 CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 CLEC-1 shall maintain the following specific coverage:

- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all CLEC-1's property has been removed from BellSouth's Premises, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.
- 9.5 CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC-1's insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375

- 9.6 CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If CLEC-1's net worth exceeds five hundred million dollars (\$500,000,000), CLEC-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. CLEC-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If BellSouth approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as the CLEC-1 meets all of the requirements of this Section. If the CLEC-1 subsequently no longer satisfies this Section, CLEC-1 is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

## **10. Mechanics Liens**

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

**11. Inspections**

- 11.1 BellSouth may conduct an inspection of CLEC-1's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

**12. Security and Safety Requirements**

- 12.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLEC-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. CLEC-1 shall not be required to perform this investigation if an affiliated company of CLEC-1 has performed an investigation of the CLEC-1 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC-1 has performed a pre-employment statewide investigation of criminal history records of the CLEC-1 employee for the states/counties where the CLEC-1 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 12.
- 12.3 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 CLEC-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the

BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each CLEC-1 employee requiring access to a BellSouth Premises pursuant to this Agreement, CLEC-1 shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC-1 may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, CLEC-1 shall promptly remove from BellSouth's Premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLEC-1 is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview CLEC-1's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to CLEC-1's Security contact of such interview. CLEC-1 and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving

CLEC-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLEC-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property which is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

### **13. Destruction of Collocation Space**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLEC-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a

reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC-1's permitted use, until such Collocation Space is fully repaired and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where CLEC-1 has placed an Adjacent Arrangement pursuant to Section 3.5, CLEC-1 shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14. Eminent Domain**

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Agreement with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

**15. Nonexclusivity**

- 15.1 CLEC-1 understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**16. Notices**

- 16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by CLEC-1 or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:  
600 N. 19<sup>th</sup> Street  
9<sup>th</sup> Floor  
Birmingham, AL 35240  
ATTN: CLEC Account Team

To CLEC-1:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_

- 16.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

**17. Indemnity/Limitations of Liability**

- 17.1 CLEC-1 shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of CLEC-1, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. CLEC-1 shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by CLEC-1, its agents or employees.
- 17.2 BellSouth shall not be liable to CLEC-1 for any interruption of CLEC-1's service or for interference with the operation of CLEC-1's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and CLEC-1 shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

**18. Publicity**

- 18.1 CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and CLEC-1 further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.



**19. Force Majeure**

19.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

**20. Assignment**

20.1 CLEC-1 acknowledges that this Agreement does not convey any right, title or interest in the Central Office to CLEC-1. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

**21. No Implied Waiver**

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

**22. Governing Law**

22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws principles.

**23. Compliance with Laws**

23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

**24. Resolution of Disputes**

24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as

to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

**25. Section Headings**

- 25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

**26. Authority**

- 26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

**27. Review of Agreement**

- 27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and CLEC-1 and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

**28. Filing of Agreement**

- 28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by CLEC-1.

**29. Entire Agreement**

- 29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and CLEC-1 and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,  
INC.

(CLEC-1's Full Company Name)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit A

### ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

#### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and CLEC-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.
- 1.2 Notice. BellSouth and CLEC-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC-1 to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. CLEC-1 will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC-1 space with proper notification. BellSouth reserves the right to stop any CLEC-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLEC-1 are owned

by CLEC-1. CLEC-1 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLEC-1 or different hazardous materials used by CLEC-1 at BellSouth Facility. CLEC-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLEC-1 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and CLEC-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLEC-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by CLEC-1, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450  Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.)  Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450  29CFR 1910.147 (OSHA

Other maintenance work	Protection of BST employees and equipment	Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations  All Hazardous Material and Waste  Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement  Fact Sheet Series 17000  GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

#### **4. ACRONYMS**

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Docs # 238901



**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**

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**BELLSOUTH  
REMOTE SITE COLLOCATION  
MASTER AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and \_\_\_\_\_, ("CLEC-1") a (corporation) organized and existing under the laws of \_\_\_\_\_;

**W I T N E S S E T H**

WHEREAS, CLEC-1 is a telecommunications carrier and wishes to occupy BellSouth Remote Site Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Remote Site(s) which CLEC-1 desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to CLEC-1 within its Remote Site(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Scope of Agreement**

- 1.1 Scope of Agreement. The terms and conditions contained within this Agreement and the rates included in Attachment A to the SGAT shall only apply when CLEC-1 is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.
- 1.2 Right to occupy. BellSouth shall offer to CLEC-1 Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the terms and conditions of this Agreement, and the rates contained in Attachment A to the SGAT, BellSouth hereby grants to CLEC-1 a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by CLEC-1 and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Agreement and Attachment A to the SGAT do not include all the necessary rates terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will

negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.

- 1.2.1 The number of racks/bays specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within a two-year period.
- 1.2.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies CLEC-1 that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon CLEC-1's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC-1. CLEC-1 agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for CLEC-1. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for CLEC-1 as above, CLEC-1 shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with CLEC-1 in obtaining such permission.
- 1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. CLEC-1 will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. CLEC-1 shall use the Remote Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 Rates and charges. CLEC-1 agrees to pay the rates and charges identified in Attachment A to the SGAT.
- 1.7 Due Dates. If any due date contained in this Agreement falls on a weekend or holiday, then the due date will be the next business day thereafter.

## **2. Space Availability Report**

2.1 Reporting. Upon request from CLEC-1, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.1.1 The request from CLEC-1 for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If CLEC-1 is unable to obtain the CLLI code, from for example a site visit to the remote site, CLEC-1 may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, CLEC-1 should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. CLEC-1 should complete all the requested information and submit the Request with the applicable fee to BellSouth.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.

## **3. Collocation Options**

3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.

3.2 Cageless. BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, CLEC-1 must provide the equipment layout, including spatial

dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 7.5 following. Subject to space availability and technical feasibility, at CLEC-1's option, CLEC-1 may enclose its equipment.

- 3.3 Shared (Subleased) Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's Remote Collocation Space pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. CLEC-1 shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by CLEC-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Agreement between BellSouth and CLEC-1.
- 3.3.1 CLEC-1 shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within Attachment A to the SGAT; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. BellSouth shall provide CLEC-1 with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In addition to the foregoing, CLEC-1 shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Attachment A to the SGAT. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 CLEC-1 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLEC-1's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation

arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

- 3.4.1 Should CLEC-1 elect such an option, CLEC-1 must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLEC-1 and CLEC-1's BellSouth Certified Contractor must comply with local building code requirements. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's BellSouth Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. CLEC-1 must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLEC-1's locked enclosure prior to notifying CLEC-1.
- 3.4.2 BellSouth maintains the right to review CLEC-1's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the equipment becoming operational, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require CLEC-1, at CLEC-1's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 CLEC-1 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At CLEC-1's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same

nondiscriminatory requirements as applicable to any other physical collocation arrangement. CLEC-1's BellSouth Certified Contractor shall be responsible, at CLEC's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

- 3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

#### **4 Occupancy**

- 4.1 Occupancy. BellSouth will notify CLEC-1 in writing that the Remote Collocation Space is ready for occupancy. CLEC-1 must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, CLEC-1 may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.
- 4.2.1 Upon termination of occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Remote Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1's Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1, and if applicable CLEC-1's Guest, has fully vacated the Remote Collocation Space. Should CLEC-1 or CLEC-1's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 or CLEC-1's Guest at CLEC-1's expense and with no liability for damage or injury to CLEC-1 or CLEC-1's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, CLEC-1 shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the CLEC-1 except for ordinary wear and tear unless otherwise agreed to by the Parties. CLEC-1 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.



## **5 Use of Remote Collocation Space**

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on CLEC-1's failure to comply with these requirements.
- 5.1.2 CLEC-1 shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 All CLEC-1 equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased entrance facilities into the Remote Collocation Space from CLEC-1's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. CLEC-1 will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable. CLEC-1 is responsible for maintenance of the entrance facilities.

- 5.2.1 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLEC-1's collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLEC-1's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. CLEC-1 or its agent must perform all required maintenance to CLEC-1 equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.
- 5.4 CLEC-1's Equipment and Facilities. CLEC-1, or if required by this Agreement, CLEC-1's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.6 Access. Pursuant to Section 12, CLEC-1 shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of CLEC-1 or CLEC-1's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by CLEC-1 and returned to BellSouth Access Management within fifteen (15) calendar days of CLEC-1's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Agreement or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.6.1 CLEC-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date CLEC-1 desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, CLEC-1 may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event CLEC-1 desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit CLEC-1 to access the Collocation Space accompanied by a security escort at

CLEC-1's expense. CLEC-1 must request escorted access at least three (3) business days prior to the date such access is desired.

- 5.7 Lost or Stolen Access Keys. CLEC-1 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if CLEC-1 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLEC-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC-1 prior to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and CLEC-1 fails to take curative action within 48 hours then BellSouth will

establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC-1 or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC-1 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.9 Presence of Facilities. Facilities and equipment placed by CLEC-1 in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by CLEC-1 at any time. Any damage caused to the Remote Collocation Space by CLEC-1's employees, agents or representatives shall be promptly repaired by CLEC-1 at its expense.
- 5.10 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by CLEC-1. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.
- 5.11 Upkeep of Remote Collocation Space. CLEC-1 shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. CLEC-1 shall be responsible for removing any CLEC-1 debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

## **6. Space Notification**

6.1 Intentionally left blank.

6.2 Application for Space. CLEC-1 shall submit a Remote Site Collocation Application when CLEC-1 or CLEC-1's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.

- 6.3 Initial Application. For CLEC-1 or CLEC-1's Guest(s) equipment placement, CLEC-1 shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2.1.1. An Application Fee will apply.
- 6.4 Subsequent Application In the event CLEC-1 or CLEC-1's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, CLEC-1 shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC-1 in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. An Application Fee will apply.
- 6.5 Availability of Space. Upon submission of an Application, BellSouth will permit CLEC-1 to physically collocate, pursuant to the terms of this Agreement, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7.2 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount that is available.
- 6.5.1 Availability Notification. BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by CLEC-1, CLEC-1 must resubmit its Application to reflect the actual space available.
- 6.6 Denial of Application. If BellSouth notifies CLEC-1 that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying CLEC-1 that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow CLEC-1, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. This interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote

Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit CLEC-1 to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list
  - 6.8.1 When space becomes available, CLEC-1 must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. CLEC-1 may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If CLEC-1 does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
  - 6.10.1 BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other

additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

- 6.10.1.1 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation

#### 6.11 Application Modifications.

- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLEC-1 or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval, and BellSouth may charge CLEC-1 an Application Fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. Major changes, such as requesting additional space or adding equipment may require CLEC-1 to resubmit the Application and an additional Application Fee shall apply.

#### 6.12 Bona Fide Firm Order.

- 6.12.1 CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when CLEC-1 has completed the Application/Inquiry process described in this Section 6, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to CLEC-1's Bona Fide Application or the Application will expire.
- 6.13 BellSouth will permit one accompanied site visit to CLEC-1's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to CLEC-1.

## **7. Construction and Provisioning**

### **7.1 Construction and Provisioning Intervals.**

7.1.1 BellSouth will provision collocation arrangements within thirty (30) calendar days from receipt of a Bona Fide Firm Order when conditioned space is available and CLEC-1 installs its own racks/bays. In no event will the provisioning interval for cageless collocation exceed ninety (90) calendar days from the receipt of a Bona Fide Firm Order.

7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide CLEC-1 with the estimated completion date in its Response.

7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

7.4 Acceptance Walk Through. CLEC-1 will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying CLEC-1 that the collocation space is ready for occupancy. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

7.5 Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide CLEC-1 with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing CLEC-1's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and CLEC-1 upon successful completion of installation. The Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying CLEC-1 or any supplier proposed by CLEC-1. All work performed by or for CLEC-1 shall conform to generally accepted industry guidelines and standards.



- 7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of alarms used to service CLEC-1's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.7 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Attachment A to the SGAT. CLEC-1 may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, CLEC-1 may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to CLEC-1 within 180 calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, and (ii) CLEC-1 was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then CLEC-1 may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. CLEC-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.8 Cancellation. If, at anytime prior to space acceptance, CLEC-1 cancels its order for the Remote Collocation Space(s), CLEC-1 will reimburse BellSouth for the applicable non-recurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. CLEC-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.

- 7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

## 8. Rates and Charges

- 8.1 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by CLEC-1's current billing cycle and is non-refundable.
- 8.2 Recurring Fees. Recurring charges begin on the date that CLEC-1 executes the written document accepting the Remote Collocation Space pursuant to Section 7.4, or on the date CLEC-1 first occupies the Remote Collocation Space, whichever is sooner. If CLEC-1 fails to schedule and complete a walkthrough pursuant to Section 7.4 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing CLEC-1 for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by CLEC-1's current billing cycle.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power CLEC-1's equipment. CLEC-1 shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for CLEC-1's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at CLEC-1's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for CLEC-1's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to CLEC-1's equipment becoming

operational. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC-1's option, CLEC-1 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5 Security Escort. A security escort will be required whenever CLEC-1 or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.

8.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC-1 shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC-1. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

8.7 Other. If no rate is identified in Attachment A to the SGAT, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges shall be due as dictated by CLEC-1's current billing cycle. CLEC-1 will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

## **9. Insurance**

9.1 Maintain Insurance. CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 Coverage. CLEC-1 shall maintain the following specific coverage:

- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 Limits. The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by CLEC-1 shall be deemed to be primary. All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Agreement or until all CLEC-1's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.
- 9.5 Submit certificates of insurance. CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC-1's insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.

Attn.: Risk Management Coordinator  
675 W. Peachtree Street  
Rm. 17H53  
Atlanta, Georgia 30375

- 9.6 Conformance to recommendations made by BellSouth's fire insurance company. CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If CLEC-1's net worth exceeds five hundred million dollars (\$500,000,000), CLEC-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.3. CLEC-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If BellSouth approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as CLEC-1 meets all of the requirements of this Section. If CLEC-1 subsequently no longer satisfies this Section, CLEC-1 is required to purchase insurance as indicated by Sections 9.2.1 and 8.2.3.
- 9.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.
- 10. Mechanics Liens**
- 10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which

may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## **11. Inspections**

- 11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of CLEC-1's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## **12. Security and Safety Requirements**

- 12.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLEC-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. CLEC-1 shall not be required to perform this investigation if an affiliated company of CLEC-1 has performed an investigation of the CLEC-1 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLEC-1 has performed a pre-employment statewide investigation of criminal history records of the CLEC-1 employee for the states/counties where the CLEC-1 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 12.

- 12.3 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 CLEC-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 CLEC-1 shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each CLEC-1 employee requiring access to a BellSouth Premises pursuant to this Agreement, CLEC-1 shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC-1 may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, CLEC-1 shall promptly remove from BellSouth's Premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLEC-1 is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

- 12.7 Notification to BellSouth. BellSouth reserves the right to interview CLEC-1's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to CLEC-1's Security contact of such interview. CLEC-1 and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLEC-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property that is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall CLEC-1, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Remote Collocation Space**
- 13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for



CLEC-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Agreement with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for CLEC-1's permitted use, until such Remote Collocation Space is fully repaired and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where CLEC-1 has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, CLEC-1 shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

#### **14. Eminent Domain**

- 14.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken

under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Agreement with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

## **15. Nonexclusivity**

- 15.1 Agreement is not exclusive. CLEC-1 understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

## **16. Notices**

- 16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by CLEC-1 or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

600 N. 19<sup>th</sup> Street

9<sup>th</sup> Floor

Birmingham, AL 35240

ATTN: CLEC Account Team

To CLEC-1:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTN: \_\_\_\_\_

- 16.2.1 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

## **17. Indemnity/Limitations of Liability**

- 17.1 CLEC-1 shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of CLEC-1, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. CLEC-1 shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by CLEC-1, its agents or employees.
- 17.2 BellSouth shall not be liable to CLEC-1 for any interruption of CLEC-1's service or for interference with the operation of CLEC-1's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and CLEC-1 shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action,

costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

**18.       Publicity**

- 18.1       CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and CLEC-1 further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

**19.       Force Majeure**

- 19.1       Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

**20.       Assignment**

- 20.1       CLEC-1 acknowledges that this Agreement does not convey any right, title or interest in the Central Office to CLEC-1. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

**21.       No Implied Waiver**

- 21.1       No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

**22. Governing Law**

- 22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws principles.

**23. Compliance with Laws**

- 23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

**24. Resolution of Disputes**

- 24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

**25. Section Headings**

- 25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

**26. Authority**

- 26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

**27. Review of Agreement**

- 27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and CLEC-1 and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

**28. Filing of Agreement**

28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by CLEC-1.

**29. Entire Agreement**

29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and CLEC-1 and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,  
INC.

(CLEC-1's Full Company Name)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

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**ENVIRONMENTAL AND SAFETY  
PRINCIPLES**

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

**1. GENERAL PRINCIPLES**

- 1.1 Compliance with Applicable Law. BellSouth and CLEC-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.
- 1.2 Notice. BellSouth and CLEC-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC-1 to follow when working at BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. CLEC-1 will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC-1 space with proper notification. BellSouth reserves the right to stop any CLEC-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into,

used, stored or abandoned at the BellSouth Premises by CLEC-1 are owned by CLEC-1. CLEC-1 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLEC-1 or different hazardous materials used by CLEC-1 at BellSouth Facility. CLEC-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLEC-1 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and CLEC-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLEC-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by CLEC-1, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> <li>• Fact Sheet Series 1700</li> <li>• Building Emergency Operations Plan (EOP) (specific to and located on Premises)</li> </ul>
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Std T&amp;C 450-B</li> <li>• (Contact E/S for copy of appropriate E/S M&amp;Ps.)</li> <li>• Std T&amp;C 660</li> </ul>
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>



Maintenance/operations work which may produce a waste	Compliance with all application local, state, & federal laws and regulations	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> </ul>
Other maintenance work	Protection of BST employees and equipment	<ul style="list-style-type: none"> <li>• 29CFR 1910.147 (OSHA Standard)</li> <li>• 29CFR 1910 Subpart O (OSHA Standard)</li> </ul>
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> <li>• P&amp;SM Manager - Procurement</li> <li>• Fact Sheet Series 17000</li> <li>• GU-BTEN-001BT, Chapter 3</li> <li>• BSP 010-170-001BS (Hazcom)</li> </ul>
Manhole cleaning	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet 14050</li> <li>• BSP 620-145-011PR Issue A, August 1996</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> <li>• GU-BTEN-001BT, Chapter 3</li> </ul>

### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility, which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

#### **4. ACRONYMS**

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Condition

**MICROWAVE COLLOCATION**

Where technically feasible and where space is available, BellSouth will provide for physical collocation of CLEC-1's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of CLEC-1's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. CLEC-1 accepts the responsibility of determining unobstructed line-of-sight at any location where CLEC-1 applies for Microwave Collocation.

**1. PROVISIONING PROCESS AND FEES**

**A. Initial Site Visit**

CLEC-1 will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) CLEC-1 wishes to visit for potential Microwave Collocation. Such site visit consists of CLEC-1 representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. CLEC-1 will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate CLEC-1 to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) calendar days of receipt by BellSouth of CLEC-1's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

CLEC-1 will submit a Site Visit Request Fee as specified in Exhibit B, and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to CLEC-1 at BellSouth's loaded labor rates on a per hour basis in addition to the Site Visit Request Fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact CLEC-1 in an effort to discuss possible alternatives.

**C. Microwave Collocation Application**

This provision shall coincide with provisions under Section 6 and 7 of the Collocation Attachment.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section 2 and 6 of this Agreement.

INTERCONNECTOR shall submit the Application and Inquiry document pursuant to BellSouth's FCC #1, Section 20 tariff (for virtual) or Section 6 of the Collocation Attachment, in addition to a Microwave Collocation Attachment for each central office building where INTERCONNECTOR seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

INTERCONNECTOR shall provide BellSouth with the following data on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within CLEC-1's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where CLEC-1 requests Microwave Collocation. CLEC-1 will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides CLEC-1 with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide CLEC-1 a written explanation of such technical infeasibility within the specified application response interval in Section 6 of the for the applicable state(s) following BellSouth's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to CLEC-1's application.

## TENNESSEE SGAT ATTACHMENT I (MW)

BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor. CLEC-1 shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work on the Microwave Collocation arrangement pursuant to TR-73503, BST Electrical Standards for Wireless Service Providers on BellSouth facilities Issue 1, Sept 1996, and BST Building Construction and Fire Safety Standards – Section 16170 – June 1998. In some cases CLEC-1 must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of Certified Vendors pursuant to Section 20.20 of BellSouth's FCC #1, Virtual Expanded Interconnection tariff or the Collocation Attachment and the Certified Vendor shall bill CLEC-1 directly for all work performed for CLEC-1 and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying CLEC-1 or any vendor proposed by CLEC-1.

If rooftop/exterior space is available BellSouth shall provide CLEC-1 an estimate for such microwave collocation as described more fully in provision 1.D at the same time BellSouth provides its interior collocation space quote.

**D. Preparation of Estimate / Application Response**

Within the applicable application response interval (specified in Section 6 of the Collocation Attachment) after receiving from CLEC-1 a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Non-Recurring Charges and Monthly Recurring Charges pursuant to the rates and terms set forth in BellSouth's FCC #1, Section 20 tariff for virtual collocation and Attachment A of BellSouth's SGAT Attachment.

The estimate shall reflect the specifications submitted by CLEC-1 and may change based on the actual field conditions encountered during construction.

(1) Estimate:

- (a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, for BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting CLEC-1 in the permitting process to the extent required.

(ii) **Permitting Review:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, for BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting CLEC-1 in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work:**

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, if necessary, for BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by CLEC-1's contractor. The level of BellSouth's personnel or consultants shall

## TENNESSEE SGAT ATTACHMENT I (MW)

be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction:**

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to CLEC-1.

(b) **Recurring Charges**

These consist of:

(i) **Monthly Recurring Roof-top Space Rental Fee:**

The Monthly Recurring Roof-top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per microwave arrangement as set forth in this Agreement in Exhibit B. CLEC-1 is limited by building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by BellSouth's Structural Engineer at CLEC-1's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antenna(e), CLEC-1 will not be allowed to place such microwave antenna(e). CLEC-1 agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld. CLEC-1 shall be responsible for ensuring that the arrangement complies with local zoning requirements.

The billing for the Rooftop Space Rental Fee shall begin on the date the interior and rooftop space preparation activities are complete and the space is made available to CLEC-1, or the date CLEC-1 first begins the Rooftop microwave equipment installation, whichever is sooner. BellSouth will work with CLEC-1 to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.



**E. Firm Order**

All estimates shall be valid for the time period as specified in Section 6 of the Collocation Attachment, and CLEC-1 shall accept or reject within such time period, unless an extension is requested in writing by CLEC-1 and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, CLEC-1 shall so state in writing by submitting a Firm Order to BellSouth and shall pay BellSouth any applicable fees due at that time, with recurring charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. Payment requirements will be commensurate with BellSouth's FCC #1tariff, Section 20, or Attachment A of BellSouth's SGAT.

BellSouth will permit one accompanied site visit to CLEC-1's designated Microwave collocation arrangement location after receipt of the Firm Order without charge to CLEC-1.

**F. Pre-Design Meeting**

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and CLEC-1 will commence within a maximum of 15 calendar days from BellSouth's receipt of a Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Firm Order. The Collocation Space Completion time period will be provided to CLEC-1 during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

**G. Equipment and Testing:**

CLEC-1 shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna (e) required for the Microwave Collocation. CLEC-1 shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

**H. Use Permits:**

CLEC-1 shall be responsible for obtaining all relevant Use Permits (UPs) and shall bear all costs and fees. CLEC-1 shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

**2. NO PROPERTY RIGHT CONFERRED**

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and CLEC-1 hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit of two (2) CLEC-1 Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to CLEC-1's Microwave Collocation equipment shall remain in CLEC-1 as the property of CLEC-1 and shall not become fixtures to BellSouth's property.

**3. RESPONSIBILITY OF THE PARTIES**

- A. CLEC-1 shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits, buildings permits, FCC licenses and FAA approval, if required, to operate and maintain CLEC-1's facilities during the Term of this Agreement.
- B. CLEC-1 shall not use BellSouth's property or permit CLEC-1's agents or contractors to do anything in or about the Central Office (s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of CLEC-1's Microwave Collocation equipment. CLEC-1 shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.
- C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include CLEC-1 as an ADDITIONAL INSURED to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify CLEC-1 from losses, costs and expenses incurred as a result of contractor's work. CLEC-1 hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that CLEC-1 shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence or willful misconduct of BellSouth in the performance of its project management activities.
- D. Notwithstanding any other provision of this Agreement, CLEC-1 hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). CLEC-1 shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, CLEC-1's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.
- E. In the event CLEC-1 desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, CLEC-1 shall submit a new application with fee to BellSouth specifying the new location CLEC-1 proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit B.

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BellSouth shall, within thirty (30) calendar days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

### F. CLEC-1's Insurance Obligations

Pursuant to Section 8 of the Collocation Attachment.

- G. At its sole cost and expense, CLEC-1 shall maintain CLEC-1's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, CLEC-1 shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If CLEC-1 shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from BellSouth, BellSouth shall have the right but not the obligation to clean up the space on CLEC-1's behalf. In such event, CLEC-1 shall be liable to BellSouth for the cost and expense of such work, upon written demand.

## 4. SECURE ACCESS

Pursuant to Section 11 of the Collocation Attachment.

## 5 CABLE PROVISIONING

CLEC-1 is responsible for providing, running, and maintaining the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth Certified Vendor. BellSouth transmission engineering bonding and grounding rules MUST be followed where the cable enters the central office and at the equipment location. BellSouth shall designate the point of entrance of the cable from the roof into the BellSouth Central Office building. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Exhibit B. A BellSouth consultant must approve how the cable will be run.

## 6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with CLEC-1 in determining suitable space for CLEC-1 equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1A, and 1E above, CLEC-1 is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs CLEC-1's existing line of sight, BellSouth will work with CLEC-1 to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

## **7. ANTENNA MODIFICATIONS**

CLEC-1 must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. CLEC-1 may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within the specified application response interval in Section 6 of the Collocation Attachment for the applicable state(s). "Major Alterations" shall include but not be limited to: (i) additional construction by CLEC-1 of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee. Anything outside of normal maintenance may require a subsequent application fee as indicated in Attachment A of BellSouth's SGAT.

## **8. USE OF ANTENNA SPACE ON OTHER BELL SOUTH TOWERS**

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

## **9. EQUIPMENT REMOVAL**

- A. If, at any time, BellSouth reasonably determines that any of CLEC-1's facilities or equipment or the installation of CLEC-1's facilities or equipment does not meet the requirements outlined in this Agreement, CLEC-1 will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it complaint. The removal of equipment must be done by a BellSouth Certified Vendor unless the Parties agree that another certified vendor can be used. If CLEC-1 fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to CLEC-1, BellSouth may have the facilities or equipment removed or the condition correct at CLEC-1's expense. Removal of Microwave Collocation equipment shall be as specified in paragraph 9B below.
- B. Except where otherwise agreed to by the Parties, CLEC-1 may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall have thirty (30) calendar days from the termination date to complete such removal, provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1 has fully vacated the Collocation Space. Should CLEC-1 fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 at CLEC-1's expense and with no liability for damage or injury to CLEC-1's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Agreement with respect to a Collocation Space, CLEC-1 shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by the CLEC-1 except for ordinary wear and tear unless otherwise agreed to by the Parties.

## **10. NATURE OF USE**

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CLEC-1 equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 20.18 of BellSouth's FCC #1 tariff also apply. The operation of CLEC-1's microwave equipment shall comply with all applicable federal and state RF guidelines.

### **11. POWER REQUIREMENTS FOR MICROWAVE ARRANGEMENT**

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by CLEC-1 to provide power or environmental support to the roof space, CLEC-1 will bear all associated costs as specified by BellSouth to provide such services.

### **12. GROUNDING AND BONDING**

CLEC-1 at its expense will ensure that any microwave equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

### **13. COLLOCATION AGREEMENT PROVISIONS**

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Agreement.